

# April 22, 2019 - April 28, 2019

April 2019						
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May 2019						
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## Monday, April 22

- **8:00am - 9:00am Meeting with Trista Besich and Sandy Johnson - All** (Commission Chambers) - Baker, Kyler
- **9:30am - 10:30am C4MH Finance Committee - Jane** (C4MH) - Weber, Jane
- **10:30am - 12:30pm Center for Mental Health Meeting - Jane** (C4MH) - Weber, Jane
- **12:00pm - 1:30pm MACo Legislative call - Joe** - Briggs, Joe
- **12:00pm - 1:00pm Conference Call with Ellen Seivert - Jane** (Tax Appeal Room #116) - Baker, Kyler
- **2:00pm - 3:00pm (1st Presentation) 3rd Quarter Review/4th Quarter FY2019 Projections, Initial FY 2020 -Extension** (Tax Appeal Room #116) - Fogerty, Bonnie
- **4:00pm - 5:30pm NHA Board Meeting - Jane** (Civic Center) - Weber, Jane

## Tuesday, April 23

- **9:30am - 10:30am Commission Meeting - All** (Commission Chambers) - Fogerty, Bonnie
- **10:00am - 11:30am Copy: You're Invited: Timeless Seeds Solar Energy Celebration** (Timeless Seeds, Ulm, 48 Ulm Vaughn Road) - Ogden, Karen
- **1:30pm - 2:30pm (1st Presentation) 3rd Quarter Review/4th Quarter FY2019 Projections, Initial FY 2020 - ExpoPark** (Tax Appeal Room #116) - Fogerty, Bonnie
- **2:30pm - 3:00pm (1st Presentation) 3rd Quarter Review/4th Quarter FY2019 Projections, Initial FY 2020 - HR/Safety** (Tax Appeal Room #116) - Fogerty, Bonnie
- **3:00pm - 4:00pm (1st Presentation) 3rd Quarter Review/4th Quarter FY2019 Projections, Initial FY 2020 - JDC** (Tax Appeal Room #116) - Fogerty, Bonnie
- **4:30pm - 5:30pm Library Board Meeting - Jane** (GF Library) - Weber, Jane
- **5:30pm - 7:00pm Library Strategic Planning - Jane** (Library) - Weber, Jane

## Wednesday, April 24

- **7:00am - 9:00am Chamber of Commerce board of Directors meeting - Joe** (Chamber office) - Briggs, Joe
- **9:00am - 10:00am OOO - Jane** (OOO - EC) - Weber, Jane
- **10:00am - 11:00am (1st Presentation) 3rd Quarter Review/4th Quarter FY2019 Projections, Initial FY 2020 - Commission** (Tax Appeal Room #116) - Fogerty, Bonnie
- **11:30am - 12:30pm Copy: OOO - Jane** (OOO - EC) - Weber, Jane
- **11:45am - 1:45pm Optimist Club of GF - Weekly appointment for Joe** (Holiday Inn) - Briggs, Joe
- **12:30pm - 1:30pm ExpoPark Advisory Board Meeting - Joe** (ExpoPark Paddock Club) - Fogerty, Bonnie
- **2:00pm - 4:00pm MACo Renewal - Jeff Mora, Linda Cargill, Carey Ann Haight and Steve Erwin - All** (Commission Chambers) - Baker, Kyler

## Thursday, April 25

- **8:30am - 9:30am BO/Grant Updates with Mary Embleton - All** (Commission Chambers) - Fogerty, Bonnie
- **9:30am - 11:00am (1st Presentation) 3rd Quarter Review/4th Quarter FY2019 Projections, Initial FY 2020 - Treasurer/Superintendent** (Tax Appeal Room #116) - Fogerty, Bonnie
- **11:00am - 12:00pm (1st Presentation) 3rd Quarter Review/4th Quarter FY2019 Projections, Initial FY 2020 - Clerk of Court** (Tax Appeal Room #116) - Fogerty, Bonnie
- **12:00pm - 5:00pm CBA Negotiating - Jeff Mora** (Tax Appeal Room #116) - Fogerty, Bonnie
- **12:00pm - 1:30pm Meeting with Mary Willmarth - Jane** (TBD) - Weber, Jane
- **4:00pm - 5:30pm The History Museum Board - Jane** (The History Museum) - Weber, Jane

## Friday, April 26

## Saturday, April 27

## Sunday, April 28

# April 29, 2019 - May 5, 2019

April 2019						
Su	Mo	Tu	We	Th	Fr	Sa
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May 2019						
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## Monday, April 29

- 8:30am - 9:00am (1st Presentation) 3rd Quarter Review/4th Quarter FY2019 Projections, Initial FY 2020 - Justice Court (Tentative) (Tax Appeal Room #116) - Fogerty, Bonnie
- 9:00am - 12:00pm C4MH Meeting - Jane (C4MH) - Weber, Jane
- 12:00pm - 1:30pm MACo Legislative call - Joe - Briggs, Joe
- 2:00pm - 3:30pm Contract Services Discussion - Trista Besich, Tanya Houston, Jo-Viviane Jones - All (Commission Chambers) - Baker, Kyler

## Tuesday, April 30

- 9:00am - 11:00am TENTATIVE - Sun River Flood Meeting - Jane (TBA) - Weber, Jane
- 11:00am - 1:00pm Airport Authority Updates - All (GF International Airport) - Fogerty, Bonnie
- 11:30am - 1:10pm Foster Grandparent Awards - Jane (Heritage Inn)
- 1:30pm - 3:30pm (1st Presentation) 3rd Quarter Review/4th Quarter FY2019 Projections, Initial FY 2020 - Sheriff (Tax Appeal Room #116) - Fogerty, Bonnie
- 3:30pm - 4:30pm DUI Taskforce Meeting - Jim (Gret Falls Pre-Release Center) - Fogerty, Bonnie

## Wednesday, May 1

- 7:00am - 8:30am Central MT Radio - Jane (Rainbow Hotel)
- 11:30am - 1:30pm Board of Health Meeting - Jane (CCHD) - Weber, Jane
- 11:45am - 1:45pm Optimist Club of GF - Weekly appointment for Joe (Holiday Inn) - Briggs, Joe
- 1:00pm - 3:30pm Copy: Invitation: SRWG Water Quality Working Group 2019 spring mtg @ Wed May 1, 2019 1pm - 3:30pm (MDT) (jweber@cascadecountymt.gov) (First Interstate Bank - TJ McInerney, 12 3rd St NW, Great Falls, MT 59404, USA) - sunriverwatershed@gmail.com
- 1:00pm - 2:30pm Volunteer Appreciation Lunch - Jane (The History Museum) - Baker, Kyler
- 3:00pm - 4:30pm TAG Meeting - Jane (Black Eagle Community Center) - Weber, Jane

## Thursday, May 2

- 8:00am - 10:00am GFDA Board Meeting - Jane (Heritage Hall) - Weber, Jane
- 8:00am - 10:00am GFDA Board Meeting - Joe (GF College - Heritage Hall) - Briggs, Joe
- 11:30am - 5:00pm Attorney General's Public Safety Advisory Council Meeting - Joe (Capitol Rm 472) - Briggs, Joe
- 1:00pm - 2:00pm NACO T&T Conference Call - Joe (Joe's Office)

## Friday, May 3

- 11:30am - 1:30pm Copy: MAC Luncheon - Jim - (Mang Dining Room) - Larson, James
- 11:30am - 1:30pm MAC Luncheon - Jane (MANG Dining Room) - Weber, Jane

## Saturday, May 4

## Sunday, May 5

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## **AGENDA REPORT**

Prepared for the

### **CASCADE COUNTY COMMISSION**

**ITEM Approved checks issued since 03/23/2019**

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks # 293873 through #294031 totaling \$487,838.86 and EFT #9101136 through #9101145 totaling \$ 40,985.51 for an A/P total of \$528,824.37 dated 03/25/19 thru 03/29/2019.**

**In addition, payroll checks #93739 through #93846 were issued totaling \$ 93,798.55 and EFT's 5227582 through 5228844 were made totaling \$ 1,379,561.66 for a payroll total of \$ 1,473,360.21 for the month of March 2019.**

A listing of all paid warrants is available in the Cascade County Commissioners Office.



**TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS**

**March 31, 2019**

**BANK BALANCES:**

	<b>STATEMENTS</b>
US BANK MASTER ACCOUNT	\$ 4,443,988.45
TOTAL	<u>\$4,443,988.45</u>

**INVESTMENTS:**

MT Board of Investments - Short Term Investment Pool (STIP)	\$29,195,963.48
TOTAL	<u>\$29,195,963.48</u>

<b>GRAND TOTAL</b>	<u><u>\$33,639,951.93</u></u>
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**OTHER BANK BALANCES:**

	<b>STATEMENTS</b>
CLERK OF COURT RESTITUTION	\$ 13,626.11
SHERIFF'S COMMISSARY	\$ 17,341.88
SHERIFF'S CIVIL	\$ 7,792.40
SHERIFF'S EVIDENCE	\$ 49,924.93
JUSTICE COURT OLD TRUST	\$ 1,358.59
JUSTICE COURT NEW TRUST	<u>\$ 9,492.93</u>
TOTAL	<u>\$ 99,536.84</u>

**RECEIPTS:**

MOTOR VEHICLE	\$ 872,642.21
PROPERTY TAX	\$ 734,352.98
REVENUE RECEIPTS	\$ 4,441,431.40
TOTAL	<u>\$6,048,426.59</u>

**DISBURSEMENTS: Made in the current month.**

MONTANA MOTOR VEHICLE DIVISION	\$ 618,391.04
MONTANA DEPT. OF REVENUE	\$ 145,854.79
CITY OF GREAT FALLS	\$ 328,765.90
GREAT FALLS PUBLIC SCHOOLS	\$ 842,974.68
MISC. REMITTANCES	\$ 26,362.78
TOTAL	<u>\$ 1,962,349.19</u>



**CASCADE COUNTY COMMISSION MEETING**

**April 9, 2019**

**COMMISSION CHAMBERS**

**COURTHOUSE ANNEX, ROOM 111**

**9:30 A.M.**

**Commission  
Journal #59**

**Notice:** Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at [cascadecountymt.gov](http://cascadecountymt.gov) and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in **red**, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on April 23, 2019.

**Commission:** Chairman Joe Briggs, Commissioner James L. Larson, Commissioner Jane Weber

**Staff:** Charity Yonker – Deputy County Attorney's, Sandor Hopkins – Planner, Mary Embleton – Budget Officer, Scott VanDyken – Acting DES Coordinator, Sean Higginbotham – IT Director, Bonnie Fogerty – Commission Office, Marie Johnson and Kyler Baker – Deputy Clerk and Recorder's

**Public:** Sarah Peck, Michele Turville, Kevin May, Jenn Rowell and Margaret DeMarco - Media

**Call to Order:** Chairman Briggs called the meeting to order.

**Reading of the Commissioners' calendar:** Bonnie Fogerty read the calendar. **00:12**

**Purchase orders and accounts payable checks:** *See agenda for payment information.* Commissioner Larson made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0 03:04**

**Consent agenda:** Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

**Approval of the Minutes and Consent Agenda Items:** Commissioner Weber made a **MOTION** to (A) Approve minute entries (March 12, 2019; March 20, 2019; April 3, 2019), (B) Approval of Routine Contracts as Follows:

**Consent Agenda**

**Resolution 19-20:** Budget Appropriation increasing funds for the Bridge and Road Safety and Accountability (BaRSAA) program for FY2019. Project: Sun Prairie Village  
Total Amount: \$157,792. (Ref: Resolution 19-17, R0367871) **03:30**

**Resolution 19-24:** Budget Appropriation increasing funds for the State Homeland Security Program (SHSP) for FY2019. Total Amount: \$54,463 (Ref: Contract 19-26, R0367874) **03:54**

**Contract 19-36:** MT DPHHS Service Provider Designation Form. Cascade County designates 100% of allocated earmarked alcohol tax monies to Gateway Community Services for the provision of chemical dependency treatment and prevention services in Cascade County. Effective: July 1, 2019 – June 30, 2020 (FY2020) **04:12**

**Contract 19-37:** General Conveyance Agreement by and between Executive Plaza Association dba/Tribune Plaza and Cascade County. Cascade County will assume remaining property, costs and other obligations of the Executive Plaza as the Association is dissolving. (Ref: Declaration Establishing Association Reel 140 Document 1320, Minutes: R0368209) **04:36**

**Contract 19-40:** Hazard Mitigation Grant: Cascade Elevation Project, FEMA DR-4172-MT, HMGP P-4-R (Recipients: Michael & Sharon McCabe) Additional Funding: \$1,427.78 (Ref: Contract 15-203, R0316896) **05:05**

**Resolution 19-26:** Budget Appropriation to cover additional surveying costs necessary for closure of the increasing funds for the Cascade Elevation Project, FEMA DR-4172-MT, HMGP P-4-R. Total Amount: \$1,428. (Ref: Contract 19-40) **05:32**  
**Motion carries 3-0 06:17**

**AGENDA ITEM #1 06:23**

**Motion to Approve or Disapprove:** Building for Lease or Rent Application: 4601 River Drive North Storage: (4) proposed buildings housing a total of 180 units Block 1 Lot 1A of the Amended Plat of Henke Tracts Minor Subdivision, Section 4, Township 20 North, Range 4 East, PMM, Cascade County, MT *Initiated By: Ken Weinheimer Sandor Hopkins, Planner, elaborates.* **06:55-14:42**

Chairman Briggs made a comment that under Special Information #4 should actually read four (4) buildings.

Commissioner Larson asks about special information and conditions within the motion and what kind of shielding will be in place. **12:03**

Commissioner Weber asks Sandor to point out the area on the map for the public in attendance to see. **15:11**

Commissioner Weber made a **MOTION** that after consideration of the Staff Report, that the four (4) proposed buildings housing a total of one-hundred and eighty (180) units on Block 1 Lot 1A of the Amended Plat of Henke Tracts Minor Subdivision, Section 4, Township 20 North, Range 4 East, PMM, Cascade County MT, be approved subject the 7 conditions.

**Motion carries 3-0 17:07**

**AGENDA ITEM #2 17:12**

**Motion to Approve or Disapprove:**

Resolution 19-25: Resolution of Intent to Sell Real Property acquired by Cascade County through Tax Deed at Public Auction.

Charity Yonker, Deputy County Attorney, elaborates. **17:31-21:00**

Chairman Briggs asks if the second motion infers that if the parcels are put at auction with a price and nobody reaches the price the parcels can be resold later. **21:34**

Commissioner Weber made a comment stating that the price of the parcels set by the Department of Revenue does not recoup the back taxes that are owed to the county. **22:00**

Commissioner Larson made a **MOTION** to approve Resolution 19-25 ordering the sale of tax deed properties, Parcel No. 0002277600 and Parcel No. 004793750, by public auction for the sale price equaling the fair market value determined and fixed by the Montana Department of Revenue.

**Motion carries 3-0 24:32**



April 23, 2019

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:**                                      **Tax Appeal Board Appointments**

**PRESENTED BY:**                      **Commission**

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**Tax Appeal Board Member (Permanent)**

<b><u>Applicant</u></b>	<b><u>Vacancy (1)</u></b>	<b>Term Expires: April 30, 2022</b>
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Arthur W. Dickhoff	_____	
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**Tax Appeal Board Member (Alternate)**

<b><u>Applicant</u></b>	<b><u>Vacancy (2)</u></b>	<b>Term Expires: April 30, 2022</b>
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Patty Taurman	_____	
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**Synopsis:**

Cascade County has been accepting applications for resident taxpayer to serve on the Cascade County Tax Appeal Board. (1) Permanent & (3) Alternate Members - Term Expiration Date: April 30, 2022

The Cascade County Tax Appeal Board is a three (3) member board appointed by the County Commissioners. Board members serve staggered three-year terms. The County Tax Appeal Board hears protests concerning assessments made by the Department of Revenue in accordance to rules prescribed by the State Tax Appeal Board. The primary purpose of the County Tax Appeal Board is to review the market value assigned by the Department of Revenue and to determine if taxed property is correctly appraised at 100% market value. Disputed decisions of the County Tax Appeal Board are submitted to the State Tax Appeal Board. Members of the County Tax Appeal Board should possess a clear understanding of market value, costs of construction, and the concept of capitalization of income. Appointees to this Board should be flexible for scheduling of tax appeal hearings. Applications were available at the Cascade County Commission Office or available online at [www.cascadecountymt.gov](http://www.cascadecountymt.gov) and needed to be submitted to the Commission Office no later than 5:00 p.m. on April 15, 2019.



April 23, 2019

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:**                                      **Senior Advisory Board Appointments**

**PRESENTED BY:**                      **Commission**

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**Senior Advisory Board (Foster Grandparent)**

<b><u>Applicant</u></b>	<b><u>Vacancy (1)</u></b>	<b>Term Expires: April 30, 2021</b>
Sandra J. Clarke	_____	

**Senior Advisory Board (Community Member 55 years of age or older)**

<b><u>Applicant</u></b>	<b><u>Vacancy (8)</u></b>	<b>Term Expires: April 30, 2023</b>
Dale Crosby	_____	

**Caregiver of a person 55 or older**

<b><u>Applicant</u></b>	<b><u>Vacancy (1)</u></b>	<b>Term Expires: April 30, 2021</b>
Julie Demarais	_____	

**Individual Interested in the aging population**

<b><u>Applicant</u></b>	<b><u>Vacancy (2)</u></b>	<b>Term Expires: April 30, 2023</b>
Lynette Scriver-Colburn	_____	

<b><u>County Commissioner</u></b>	<b><u>Vacancy (1)</u></b>	<b>Term Expires: Permanent</b>
James L. Larson	_____	

**Synopsis:**

The purpose of the SAC is to advise Cascade County and Area VIII Aging on all matters related to the development and administration of the Area Agency Plan on Aging ("Plan"), including review of the Plan before and after conducting public hearings on the Plan, and, to review and comment on all community policies, programs and actions which affect older individuals. The SAC will also convene a Foster Grandparent Standing Committee in order to advise on specific programmatic issues as required by the Corporation for National and Community Services as part of their grant structure.

The SAC shall consist of no more than fifteen (15) members, all of whom shall be appointed by the Board of Cascade County Commissioners.

The SAC membership shall consist of the following individuals:

- More than 50% of the membership shall consist of older individuals (age 55 or older), including minority individuals and older individuals residing in rural areas who are program participants under the area plan.
- At least one (1) member representing supportive services provider organizations
- At least one (1) member representing caregivers, guardians, power holders of older individuals
- At least one (1) member representing health care provider organizations, including providers of veterans' health care.
- At least one (1) member with leadership experience in the private or volunteer sectors
- At least two (2) members of the general public

- One (1) County Commissioner
- At least one (1) Foster Grandparent, one (1) of whom shall serve on both the SAC and the FGP Standing Committee.

**April 23, 2019**

**Resolution #19-27**

**Agenda Action Report**  
***Prepared for the***  
**Cascade County Commission**

**ITEM:** Prosecutorial Assistance  
**INITIATED AND PRESENTED BY:** Carey Ann Haight, Deputy County Attorney  
**ACTION REQUESTED:** Approval of Resolution 19-27

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**BACKGROUND:**

The Cascade County Attorney is in need of assistance with regard to a criminal prosecution filed in Cascade County Justice Court under cause TK-265-2019-0000838. The Cascade County Attorney's Office has a conflict of interest which prevents it from acting in this instance.

The Cascade County Attorney's Office, pursuant to MCA § 44-4-111, typically refers conflict criminal matters to the training coordinator for county attorneys and the bureau chief of Prosecution Services Bureau (together with the deputies within said bureau) act as special counsel on request of the county attorney. In this instance, the Prosecution Services Bureau has declined to handle the case. Mont. Code Ann. § 7-4-2401 (1) authorizes the County Attorney to appoint as many deputies or assistants as may be necessary for the faithful and prompt discharge of the duties of the office. The City Attorney's Office has agreed, after consultation, to accept appointment with regard to this matter.

Cascade County will bear costs associated with the prosecution, but not attorney fees.

**RECOMMENDATION:** Approval of Resolution 19-27

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Resolution 19-27 authorizing the appointment of a special prosecutor from the Great Falls City Attorney's Office in the matter of TK-265-2019-0000838.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Resolution 19-27 authorizing the appointment of a special prosecutor from the Great Falls City Attorney's Office in the matter of TK-265-2019-0000838.



April 23, 2019

Resolution #19-28

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Budget Appropriation moving excess cash from the Expo Grandstands Capital Building Fund 4125 to the Montana Expo Park Fund 5750 for the Grandstands and Paddock Club replacement project.

**INITIATED AND PRESENTED BY:** Mary K. Embleton, Budget Officer

**ACTION REQUESTED:** Approval of Resolution #19-28

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**BACKGROUND:**

The purpose of this resolution is to amend the budgets for the Expo Grandstands Capital Building Fund #4125 and the Montana Expo Park Fund #5750. The Commission adopted Resolution #19-22 to move all fiscal Year 2019 activity out of Fund #4125 and account for the project in the Montana Expo Park Fund #5750. However, activity in Fund 4125 for Fiscal Year 2018 resulted in excess cash of \$500 which needs to be moved to the Expo Park Fund #5750. Budget authority is needed to create a Transfer Out from Fund 4125 with a corresponding Transfer In to Fund 5750 in the amount of \$500.

**RECOMMENDATION:** Approval of Resolution #19-28.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Resolution #19-28 creating budget authority to Transfer Out \$500 excess cash from Fund 4125 with a corresponding Transfer In to Fund #5750 also in the amount of \$500.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** #19-28 creating budget authority to Transfer Out \$500 excess cash from Fund 4125 with a corresponding Transfer In to Fund #5750 also in the amount of \$500.

April 23, 2019

Resolution #19-29

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Budget Appropriation establishing budget authority for the newly formed Mental Health Local Advisory Council.

**INITIATED AND PRESENTED BY:** Mary K. Embleton, Budget Officer

**ACTION REQUESTED:** Approval of Resolution #19-29

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**BACKGROUND:**

The purpose of this resolution is to establish budget authority for the newly formed Cascade County Mental Health Local Advisory Council. The Commission created the Council in January of 2019 via Resolution #19-06 along with the By-laws via Contract #19-08. Prior to formal creation, the previous council had received contributions from private sources which now have to be turned over to the County for use by the official Council. This requires a budget amendment to recognize remittance of these funds in the amount of \$4,525 and is offset by an appropriation of the same amount in a new department within the Mental Health Fund #2271.

**RECOMMENDATION:** Approval of Resolution #19-29.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Resolution #19-29 creating budget authority to recognize revenue from the previous council in the amount of \$4,525 offset by an appropriation of the same amount within the Mental Health Fund #2271.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** #19-29 creating budget authority to recognize revenue from the previous council in the amount of \$4,525 offset by an appropriation of the same amount within the Mental Health Fund #2271.

April 23, 2019

Contract #19-42

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM**

**Modification #2 to DPHHS Purchase Service  
Contract #16221000008  
SFY 2019 Budget Area VIII Agency on Aging**

**ACTION REQUESTED:**

**Approval Contract #19-42**

**PRESENTED BY:**

**Kim Thiel-Schaaf, Aging Services Director**

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**SYNOPSIS:**

The Area VIII Agency on Aging is funded in part through a purchased service agreement with DPHHS for the provision of services under the federal Older Americans Act. The Master Contract is referenced as 15-138, R0312242. The SFY 2019 Budget for Area VIII Agency on Aging was approved as contract 18-196, R0364414. This is modification #2 to that budget and corrects for errors in the state funding formula. This modification establishes the FY2019 budget for programming at \$1,004,454 from Montana DPHHS purchased service agreement, \$671,023 in local funding for a total contract of \$1,675,477. Contract service period is July 1, 2018-June 30, 2019.

**RECOMMENDATION:**

Staff recommends that the Commission approve Contract #19-42 Modification #2 to DPHHS Purchase Service Agreement 16221000008 to provide the SFY2019 Budget Area VIII Agency on Aging.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:** Mr. Chair, I move that the Commissioners **APPROVE** Contract #19-42, Modification #2 to DPHHS Purchase Service Contract #16221000008, SFY2019 Budget for Area VIII Agency on Aging.

**MOTION TO DISAPPROVE:** Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #19-42, Amendment to DPHHS Purchase Service Contract #16221000008, SFY2019 Budget for Area VIII Agency on Aging.



**April 23, 2019**

**Contract #19-44**

**Agenda Action Report**  
***Prepared for the***  
**Cascade County Commission**

**ITEM:** Montana Dept. of Commerce Treasure State  
Endowment Program (TSEP) contract  
amendment #MT-TSEP-PL-19-135A.

**INITIATED AND PRESENTED BY:** Mary K. Embleton, Budget Officer

**ACTION REQUESTED:** Approval of Contract #19-44

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**BACKGROUND:**

Cascade County applied for and was awarded a Planning Grant through the Montana Department of Commerce Treasure State Endowment Program (TSEP) effective November 19, 2017 for \$15,000. Cascade County provides a \$15,000 match for a total project budget of \$30,000 for preliminary engineering to determine what repairs or if replacement was needed for the Armington Bridge. The original contract ended on March 31, 2019. The county requested and was granted an extension for this contract to July 31, 2020 in order for the work to be completed.

**RECOMMENDATION:** Approval of Contract #19-44

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #19-44, an amendment to contract #MT-TSEP-PL-19-135A extending the date to July 31, 2020.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-44, an amendment to contract #MT-TSEP-PL-19-135A extending the date to July 31, 2020.

April 23, 2019

Agenda Item #1

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:**                      **Historic Preservation Advisory Commission**

**PRESENTED BY:**              **Commission**

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**HPAC**

***(Please vote for 4)***

<b><u>Applicants</u></b>	<b><u>Vacancy (4)</u></b>	<b><u>Term Expirations:</u></b>
Carol Bronson	_____	1 appointment for 3 years
Megan Sanford	_____	2 appointments for 2 years
Gerald (Jerry) Stinson	_____	1 appointment for 1 year
Steven D. Taylor	_____	
Suzanne Waring	_____	

**Synopsis:**

The Great Falls/Cascade County Historic Preservation Advisory Commission provides a leadership role in the preservation of cultural, historic, and prehistoric sites, structures, buildings and districts within the City and County. The Historic Preservation Program promotes the preservation of historic and prehistoric sites, structures, buildings, and districts through the identification, evaluation and protection of historic resources within the jurisdiction of Cascade County and the City of Great Falls. The HPAC Board consists of four members appointed by the Board of County Commissioners, four appointed by City commission and one who has professional architectural expertise as appointed by the commission by a majority vote. Members shall have expertise/qualifications in one or more of the following areas: history, planning, archaeology, architecture, architectural history or other preservation –related discipline such as cultural geography or cultural anthropology. Ownership of property listed in the National Register of Historic places may also qualify a person to serve on this commission. The HPAC meets at noon on the second Wednesday of each month in the Civic Center.



## Cascade County Board Opening

### Great Falls/Cascade County Historic Preservation Advisory Commission (HPAC)

Cascade County is seeking to fill four seats for the Great Falls/Cascade County Historic Preservation Advisory Commission (HPAC). The Great Falls/Cascade County Historic Preservation Advisory Commission provides a leadership role in the preservation of cultural, historic, and prehistoric sites, structures, buildings and districts within the City and County. The Historic Preservation Program promotes the preservation of historic and prehistoric sites, structures, buildings, and districts through the identification, evaluation and protection of historic resources within the jurisdiction of Cascade County and the City of Great Falls. The HPAC Board consists of four members appointed by the Board of County Commissioners, four appointed by City commission and one who has professional architectural expertise as appointed by the commission by a majority vote. Members shall have expertise/qualifications in one or more of the following areas: history, planning, archaeology, architecture, architectural history or other preservation –related discipline such as cultural geography or cultural anthropology. Ownership of property listed in the National Register of Historic places may also qualify a person to serve on this commission. The HPAC meets at noon on the second Wednesday of each month in the Civic Center.

**Please submit applications no later than April 15, 2019 by 5 p.m.**

If you have questions, please call the Commission Office @ (406) 454-6810.

Applications are available online at [www.cascadecountymt.gov](http://www.cascadecountymt.gov)

or available at the Cascade County Commission Office,  
Courthouse Annex 325 2<sup>nd</sup> Avenue North. Room 111, Great Falls, Montana.





## CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2<sup>nd</sup> Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date April 15, 2019

NAME Carol A. Bronson

TELEPHONE (Home) 406-452-5921 (Work) 406-452-5921 (Cell) 406-781-9537 (E-Mail) cwbronson@outlook.com

CURRENT ADDRESS 733 32nd Ave NE, Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) City-County Historic Preservation Advisory Commission,  
State Historic Preservation Review Board, MT Supreme Court's Unauthorized Practice of Law Commission

Previous Volunteering or County Boards Lewis and Clark Foundation

Current Volunteering or County Boards Board of Trustees, University of Providence

Current Employer NeighborWorks Great Falls

Education BA from University of Oregon Honor's College

**Please indicate which of the following Boards/Trustee positions you are interested in.  
Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Board of Health    | <input type="checkbox"/> Fire Fee Service Area                     | <input type="checkbox"/> Planning                   |
| <input type="checkbox"/> Compensation       | <input type="checkbox"/> Great Falls Airport Authority             | <input type="checkbox"/> Tax Appeal                 |
| <input type="checkbox"/> DUI Task Force     | <input type="checkbox"/> Great Falls Transit                       | <input type="checkbox"/> Weed Board                 |
| <input type="checkbox"/> ExpoPark Advisory  | <input checked="" type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee                           | <input type="checkbox"/> Other                      |

Please list special experience or education you may have for serving on any of the boards  
(Additional information, comments or resume may be added to the back of this form.)

As noted above, I served on the City-County Historic Preservation Commission before and I serve on the State Preservation Review Board.

For almost 8 years, I was the Executive Director of the national Lewis and Clark Trail Heritage Foundation, which had 42 chapters on and off the Trail.

Please refer to my resume for additional information and background. Thank you for your consideration.

**Carol A. Bronson**

733 – 32<sup>nd</sup> Avenue NE  
Great Falls, MT 59404  
Cell: 406.781.9537  
cwbronson@outlook.com

**Background**

Nonprofit and community leader providing customized training and services in community engagement, resident leadership training, cross-community collaboration, capacity building, nonprofit sustainability, fundraising, grant writing, board development, strategic planning, planned giving, endowment development and organizational effectiveness. Extensive experience with history-based organizations and historic preservation.

**Recent Employment****NeighborWorks Great Falls**

Director of Community Initiatives  
Great Falls Weed and Seed Site Director

**August 2009 - Present**

March 2012 – Present  
August 2009 – March 2012

***Community Building Line of Business Areas of Responsibility:*** Responsible for NeighborWorks Great Falls' (NWGF) Community Building and Engagement (CBE) line of business, which serves as a catalyst to connect people, resources and organizations to equip citizens with tools to build safe, vibrant and livable neighborhoods in historic Great Falls, Black Eagle and Cascade County. Staff for the program's Neighborhood Advisory Committee, a public-private partnership of area residents, city, county and federal agencies, NeighborWorks Great Falls and human service organizations. Coordinates the CB programs and projects within the terms of the various funding, including Neighborhood and Business Watch, Cascade Center for Neighborhood Leadership, Coins for a Cause, MApril Cleanup, NeighborWorks Week, and several Downtown Safety and Revitalization initiatives. Leads a team of up to 8 resident leaders to national NWA Community Leadership Institute, with oversight of the preparation and execution of the team's Action Plan and carry out necessary reporting requirements.

***Weed and Seed Areas of Responsibility:*** Managed the two federally designated Weed and Seed sites in Cascade County. Managed federal grants re: safety and revitalization, as well as sub-grants throughout the community. Worked closely with residents, three branches of law enforcement in Cascade County, city and county commissions, state juvenile probation office, pre-release center, legislators, the Great Falls Detention Center, downtown businesses, and developers, as well as approximately 15 nonprofits doing community development in the County, civic groups and others.

**Lewis and Clark Trail Heritage Foundation**

Great Falls, MT  
Executive Director

**January 2002 – July 2009**

***Areas of Responsibility:*** Managed a national nonprofit with 42 chapters and members worldwide, during the three-year National Commemoration of the Lewis and Clark Bicentennial. Work included coordinating nationwide programs and projects involving 12 state coordinators, 35+ federal agencies, including the Congressional Bicentennial Caucus, 50+ Native American tribes, citizens throughout the United States and many other stakeholders. Accomplishments included securing \$1.8 million dollars from the sale of coins from the U.S. Mint for the Foundation endowment, raising an additional \$180,000 for the endowment from private donors, writing over \$1.5 million dollars in successful grants, developing and funding a re-grant program, and creating a national fundraising campaign.

Supervised staff of 7 throughout the United States, while carrying out terms of NPS, BLM and other grants. Supervised the administration of 50+ NPS CCS pass through grants, worth over \$250,000, as well as the stipends for the 150+ Native Americans performing in the Tent of Many Voices throughout the United States. Foundation programs included a quarterly scholarly journal, *We Proceeded On*, and management of the Foundation's Sherman Library and Archives, which contains an extensive collection of rare, antique and library of original books and archives on the Expedition, westward expansion, the founding of the Trail, the Lewis and Clark Bicentennial and the Foundation itself.



**Jardine, Stephenson, Blewett & Weaver, P.C.      August 1988 – January 2002**

Great Falls, MT  
Paralegal

**Areas of Responsibility:** Managing cases for attorneys with a focus on medical malpractice defense and health care law, insurance defense product liability, asbestos defense and personal injury.

**Education and Certification**

- Certificate, Pacific Northwest Nonprofit Executive Leadership Institute, Daniel J. Evans School of Public Affairs, University of Washington
- Certified Legal Assistant/ Certified Paralegal, National Association of Legal Assistants
- The Institute for Paralegal Training, Philadelphia, Pennsylvania
- Honor's College, University of Oregon, B.A. Humanities, emphasis in English History

**Awards and Recognition**

- Great Falls Pre-Release Law Day Award, 2018
- Governor's Award for Volunteerism, as Co-Founder of Great Falls Downtown Chicks. 2014.
- "Operation Medicine Cabinet Considered Model Volunteer Take-Back Program," Roosevelt University, College of Pharmacy, University of Illinois at Chicago. 2013
- National Award for Excellence in Community Building, for outstanding commitment and sustained effort to Share Best Practices, Cultivate Local Leaders, Strengthen Resident Voice and Engage Community Members. NeighborWorks America, 2013.
- National Finalist, Legal Assistant of the Year, *Legal Assistant Today*, the national paralegal magazine, 1999.

**Presentations, Papers and Publications**

- Speaker, NeighborWorks America webinar on "Community Safety Best Practices," August, 2018
- Speaker, NeighborWorks America National Training Institute Workshop on Data Driven Analysis. 2016
- Panelist, *Streets As Places: A Lighter, Quicker, Cheaper (LQC) Approach to Making Streets Vibrant and Active*, National Physical Activity Society. 2016
- Lead author, Downtown Safety Plan, reviewed by the Great Falls Police Department and approved by the Downtown Development Partnership of Great Falls, March 2013.
- Speaker, Lewis and Clark Trail Heritage Foundation Annual Meetings, 2002 – 2008.
- Speaker, "The Value of Community History", Jeffersonville Library, Jefferson, IN, November 2006.
- Speaker, Closing Ceremonies of the Commemoration of the Lewis and Clark Bicentennial, St. Louis, MO, September 2006.
- Presenter, "Lewis and Clark in American Memory," Canadian National History Conference, Edmonton, Alberta, Canada, October 2005.
- Presenter, "Planning for the Aftermath: Lessons Learned from the national commemoration of the Lewis and Clark Bicentennial," National Association for Interpretation, Omaha, NB, August 2005.
- Organizer and Speaker, Lewis and Clark Education Caucus briefing, Washington D.C. April 2005.
- Presenter, "Role of the Lewis and Clark Expedition in Shaping the National Identity of the United States," Ellis Island, New York, Canadian Studies Symposium, September 2004.
- Columnist, *The Orderly Report*, the quarterly news publication of the Lewis and Clark Trail Heritage Foundation, February 2002 – July 2009.

**Selected Recent Professional and Community Involvement**

- Board of Trustees, University of Providence, 2018 – Present.
- Member, Montana Historic Preservation Advisory Commission. 2015-2018.
- Member, Black Eagle Civic Club Technical Assistance Group Committee, regarding the impact of the EPA Superfund site on the community of Black Eagle. 2011 – Present.
- Ex Officio, Upper Missouri River Heritage Area Planning Committee (creating a Congressionally designated National Heritage Area.) 2015 – Present.
- Calumet Community Advisory Committee. 2014 – 2017.
- Co-Founder, Downtown Chicks, a marketing and mentoring group for downtown Great Falls businesses. 2012 – Present.
- Lewis and Clark Foundation, Inc. (formerly the Great Falls Interpretive Center Foundation, which supports the local



Interpretive Center.) 2009 – 2014, President 2009 – 2011.

- Member, Benefis Health System's Institutional Review Board. 2007 – 2015.
- Member, Montana Supreme Court's Unauthorized Practice of Law Committee. 1999 – 2009. Chair, 2009.
- Member, City County Historic Preservation Advisory Commission, 1993 - 2013 (President 2000-2007) Ex Officio, 2014 – 2017.
- Montana Preservation Alliance Board of Directors, 1996 – 2000. (Vice President 1998 – 2000.)
- Founding President, Paralegal Section, State Bar of Montana. 1999 – 2001.
- Founder, Montana Paralegal Association, with 5 chapters in Montana. 1985 – 1999.



Cascade County Commissioners  
RECEIVED

APR 11 2019



## CASCADE COUNTY BOARD APPLICATION

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(Please Print or Type)

Date April 10, 2019

NAME Megan Sanford

TELEPHONE (Home) — (Work) 452-3462 (Cell) 788-7240 (E-Mail) archives@thehistorymuseum.org

CURRENT ADDRESS 713 2<sup>th</sup> St South CF MT 59405

Previous Public Experience (Elected or Appointed) —

Previous Volunteering or County Boards —

Current Volunteering or County Boards —

Current Employer The History Museum

Education Bachelor's in History

Please indicate which of the following Boards/Trustee positions you are interested in.  
Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Board of Health    | <input type="checkbox"/> Fire Fee Service Area                     | <input type="checkbox"/> Planning                   |
| <input type="checkbox"/> Compensation       | <input type="checkbox"/> Great Falls Airport Authority             | <input type="checkbox"/> Tax Appeal                 |
| <input type="checkbox"/> DUI Task Force     | <input type="checkbox"/> Great Falls Transit                       | <input type="checkbox"/> Weed Board                 |
| <input type="checkbox"/> ExpoPark Advisory  | <input checked="" type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee                           | <input type="checkbox"/> Other                      |

Please list special experience or education you may have for serving on any of the boards  
(Additional information, comments or resume may be added to the back of this form.)

Have been Archives Admin at the History Museum for nearly  
5 years.



## CASCADE COUNTY BOARD APPLICATION



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(Please Print or Type)

Date March 28, 2019

NAME Gerald (Jerry) Stinson

TELEPHONE (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) 750-3273 (E-Mail) jerrystinson6@gmail.com

CURRENT ADDRESS 105 Anaconda, PO Box 413 Belt MT 59412

Previous Public Experience (Elected or Appointed) \_\_\_\_\_

Previous Volunteering or County Boards \_\_\_\_\_

Current Volunteering or County Boards \_\_\_\_\_

Current Employer Retired

Education Junior College, Long Beach CA

**Please indicate which of the following Boards/Trustee positions you are interested in.  
Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.**

- |   |  |   |
|---|--|---|
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| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee                           | <input type="checkbox"/> Other                      |

Please list special experience or education you may have for serving on any of the boards  
(Additional information, comments or resume may be added to the back of this form.)

2007-2017 Carpenter/Various Belt buildings, 1997-2007 Belt Creek Brew Pub (Owner), 1996-1997 Restoration of Belt Creek Brew Pub

1982-1997 Big Sky Brokerage, GF (Owner) 1980-1982 Mancinni Grosbeck, GF (Sales), 1976-1982 George L. Tracy Co. GF (Sales)

1970-1976 Stinson Grocery, Belt (Owner), 1965-1970 Boeing Co.- Quality Assurance (Great Falls, Rapid City SD, Huntsville AL)





## CASCADE COUNTY BOARD APPLICATION

Cascade County Commissioners  
RECEIVED

MAR 28 2019



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(Please Print or Type)

Date 3-26-2019

NAME STEVEN D. TAYLOR

TELEPHONE (Home) N/A (Work) N/A (Cell) 406-808-1544 (E-Mail) sdtmontana@gmail.com

CURRENT ADDRESS 3443 7<sup>th</sup> AVE SO GREAT FALLS, MT. 59405

Previous Public Experience (Elected or Appointed) CURRENT Mayor of Weimar

Previous Volunteering or County Boards ~ 8 years on Soccer Board  
1 year Weimar Store Corp Director

Current Volunteering or County Boards N/A

Current

Employer RETIRED

Education GRADUATE GREAT FALLS High School and University  
OF MONTANA. BA GEOLOGY

Please indicate which of the following Boards/Trustee positions you are interested in.

Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.

- |   |  |   |
|---|--|---|
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| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee                           | <input type="checkbox"/> Other                      |

Please list special experience or education you may have for serving on any of the boards  
(Additional information, comments or resume may be added to the back of this form.)

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## CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2<sup>nd</sup> Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date February 17, 2019

NAME Suzanne Waring

TELEPHONE (Home) 453-7771 (Work) \_\_\_\_\_ (Cell) 788-8091 (E-Mail) swaring7@bresnan.net

CURRENT ADDRESS 313 - 25th Avenue South, Great Falls, MT 59405

Previous Public Experience (Elected or Appointed) N/A

Previous Volunteering or County Boards BOD Embark Federal Credit Union  
GT Falls College MSU Development Board

Current Volunteering or County Boards Preservation Commission

Current Employer Self-employed as a writer

Education Doctoral degree in Adult, Community and Higher

Education, M.A. in English

Please indicate which of the following Boards/Trustee positions you are interested in.  
Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Board of Health    | <input type="checkbox"/> Fire Fee Service Area                     | <input type="checkbox"/> Planning                   |
| <input type="checkbox"/> Compensation       | <input type="checkbox"/> Great Falls Airport Authority             | <input type="checkbox"/> Tax Appeal                 |
| <input type="checkbox"/> DUI Task Force     | <input type="checkbox"/> Great Falls Transit                       | <input type="checkbox"/> Weed Board                 |
| <input type="checkbox"/> ExpoPark Advisory  | <input checked="" type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee                           | <input type="checkbox"/> Other                      |

Please list special experience or education you may have for serving on any of the boards  
(Additional information, comments or resume may be added to the back of this form.)

research, serving on interviewing committees, writing articles



Suzanne Waring, Ed.D.  
313 - 25th Avenue South  
Great Falls, MT 59405  
406-453-7771  
406-788-8091  
swaring7@bresnan.net

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## PROFESSIONAL BACKGROUND:

### 2002-2019 – Self-Employed Consultant, Writer, and Speaker

- < 2008-2019 Freelance writer for regional quarterly, *Signature Montana*, a publication of Winston Publishers. In addition to contemporary topics, I have written about historical aspects of Montana, such as the Whoop-Up Trail, Life of George W. Bird, History of the Police and Fire Rescue Departments, and Water Wheels on the Teton.
- < 2018-2019 Freelance writer *Montana Senior News* with two-three articles in every edition. Historical articles have been about one of the first female dentists in Montana, woman suffragist, Mary Long Alderson, and the Early Apple Orchards in Montana.
- < 2011-2016 Freelance writer for quarterly magazine *Best of Great Falls*. Of those articles many were on historical aspects of the area, such as the "Stone House on South Seventh Street;" "Augusta Ariss, First Director of the Great Falls Deaconess Hospital"; and "Early Entrepreneur, William G. Conrad." This magazine has recently ceased publication. I worked with and got to know people at the History Museum, Great Falls Genealogy Society, Great Falls Public Library, area libraries, and Montana Historical Society during my search for information and photos.
- < Other publications I have written for are *Magic*, the publication of the *Billings Gazette*, *Distinctly Montana*, and the *Great Falls Tribune's* "What Women Want," and "College101." Between 2003-2008 a bulk of my time was spent writing articles for *Great Falls Tribune's* supplements under the supervision (and tutelage) of Eric Newhouse, winner of the Pulitzer Prize for journalism.
- < Served as final evaluator for a Fund for the Improvement of Post-Secondary Education (FIPSE) federal grant involving a computer science degree taught via face-to-face, teleconferencing, and Internet course formats at Rocky Mountain College, Billings, Montana. Gathered information by interviewing administrators, faculty, and students as well as studying earlier reports. Wrote the final report.
- < As a volunteer, I facilitated workshops on quality lifestyle in retirement in several venues, including the local chapter of Society of Human Resource Managers (SHRM).



**1989-2002 -Montana State University- Great Falls College of Technology –  
Director of Outreach**

**DUTIES:**

- < Determined community needs for lifelong learning, interviewed applicants, and recommended individuals for hiring; coordinated curriculum with lead instructors; oversaw marketing strategies, registered students; determined schedules; developed customer service processes; and troubleshoot problems.
  - 1) Directed the selection and offering of various technical, business, and personal interest topics.
  - 2) Supervised six support staff, approximately 40 adjunct faculty, and four full-time faculty who taught in the Cisco Regional Academy.
- < Directed college offerings at branch campus in Bozeman, Montana, and in other off-campus locations.
  - 1) Supervised eight adjunct instructors who taught at the College's Tech Center in Bozeman, Montana.
  - 2) Scheduled courses, advised students, and oversaw the maintenance of the facility.
- < Directed the Distributed Learning Component of the college that included two types of video conferencing, Internet courses, and faculty who traveled to distant sites to teach. Coordinated faculty development of distance learning technology—1) First Class software and later 2) WebCT software—and strategies for teaching at a distance.
- < Direct supervision of employees, programming and events of Public Access television station in conjunction with Cable 7 Board of Directors.
- < Took the leadership role in developing the Cisco Regional Computer Networking Academies for the state of Montana. Wrote several grant to Cisco Systems that brought approximately \$150,000 to the state for equipment and training of computer networking in the two-year colleges and the high schools. Oversaw Cisco networking courses taught on campus.
- < Developed and supervised the Customized Training Center that trained employees of statewide agencies and companies in topics from supervisory skills and customer service to computer application skills.

### OTHER RESPONSIBILITIES:

- < Served on screening and hiring committees for new employees both at the Great Falls and Bozeman campuses. Participated in the selection of employees, such as maintenance personnel, support staff, registrar, associate dean, dean, tenured faculty, and adjunct faculty.
- < Participated as a member of the Leadership Team for MSU Great Falls College of Technology. This team developed and promoted a college vision and coordinated the day-to-day activities of the college through a team effort.
- < Participated as an active member of the Department Chairs and the Academic Council that drove the academic portion of the college.
- < Represented the College on the Leadership Committee of Central Montana Tech Prep Consortium that had a membership of representatives from 40 high schools and several colleges. Led the college team that articulated business courses with area high schools. As a result, high school courses were recognized at the college level. This gave high school students the opportunity to move forward in their learning instead of revisiting skills they already possessed when entering college. Because of Tech Prep, high school students could enter colleges with 18 credits already on their transcripts.
- < Served as the Chair of the Business Department from 1992-1995. Developed schedules and coordinated a department of ten tenured faculty and numerous adjunct faculty.

### 1985-1992 - Faculty at MSU College of Technology--Great Falls

- < Taught English, technical writing, interpersonal communications, and public speaking.

### EDUCATION:

- 1996 Doctorate in Adult, Community, and Higher Education from Montana State University--Bozeman. Dissertation: *How Untrained, Part-Time Teachers of Adults Learn to Be Effective Teachers*.
- 1989 Masters of Arts in English from The University of Montana—Missoula. Thesis: *The Effects of Peer Editing with the Low, Average, and Proficient Adult Student Writer*.
- 1964 Baccalaureate Degree from Pittsburg State University, Pittsburg, Kansas, in Secondary Education: English and Social Science.

1962 Associate of Arts Degree from Neosho County Community College, Chanute, Kansas.

### **EXAMPLES OF WORKSHOPS DEVELOPED AND TAUGHT FOR INDUSTRY:**

Topics: Train the Trainer, Communication Styles, Innovation and Creativity in the Workplace, Business Communications, and Team Building.

Firms: Montana Furniture Industries; CTA Architects; U.S. Forest Service; Big Sky Carvers; First Banks; First Interstate Bank; Montana Shoe Corporation; Federation of Women Bankers; Jardine, Stevens, Blewett, and Weaver law firm; American Institute of Bankers; Junior League; Head Start; Montana State Department of Transportation; and Montana State Department of Labor, among others.

### **EXAMPLE OF PRIVATE CONSULTING WORK:**

Rheem Air Conditioning, Fort Smith, AR--Technical Writing Consultant  
(Consulted with the technical writer to make service manuals easy to read)

### **VOLUNTEERISM:**

Development Board of Great Falls College MSU 2012-2017 (not certain of starting date)

Board of Directors: Great Falls Teachers' Federal Credit Union. 2001- 2010 (Served as chair of the Board of Directors of this mid-sized credit union for two years).

Chair of the Brother Van Historical Committee 1999- present.

Board of Directors Cable 7 Public Access Television, 1999-2002.

Board of Directors of Sister Cities, 1996 - 1999. Brought a Russian family to Great Falls, Montana, for six months in 1998. The wife taught Russian in the public schools.

Board of Directors and President of Network of Entrepreneurs 1994-1998. President 1995-1997, Awarded Board Member of the Year recognition, 1996.

Great Falls Area Chamber of Commerce:

- Recipient of the prestigious Athena Award, 2001.
- Served as chair of the Education Task Force of the Chamber of Commerce Technology Committee, 2000-2001.
- Served on the Small Business Development Committee. With another member developed the Eye Opener Series for small businesses. 1993-1995.
- Served on the Customer Service Committee. This committee brought "total quality



management" training to over 350 area employees and employers. 1992-1994.

Board of Directors of the Great Falls Pre-Release Center 1992-1995.

Chair of subcommittee that studied adding women prisoners to Pre-Release Center clientele.

**OTHER:**

1996 Great Falls' YWCA Salute to Women recognition as the "Woman of the Year" in the field of Health, Education, and Human Services.

1988 Graduate of Leadership Great Falls.

1985 Graduate of Montana Writing Project.

My husband, Leonard Waring, and I have lived in Great Falls since 1966. We have two adult sons.

I am a master gardener.



## CASCADE COUNTY BOARD APPLICATION



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(Please Print or Type)

Date 2/13/19

NAME Kristi Scott

TELEPHONE (Home) 406-788- (Work) 7639 (Cell) 7639 (E-Mail) kristint@gmail.com

CURRENT ADDRESS 3104 Central Ave, Great Falls, MT 59401

Previous Public Experience (Elected or Appointed) HPAC Chair, State Historic Records Advisory Board

Previous Volunteering or County Boards Great Falls Museums Consortium, CM Russell Museum, Ursuline Centre

Current Volunteering or County Boards HPAC, Sun River Valley Historical Society

Current Employer Pan's Gibson Square Museum of Art, Curator of Art

Education M.A. Montana State University

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.

- |   |   |
|---|---|
| <input type="checkbox"/> Board of Health    | <input type="checkbox"/> Fire Fee Service             |
| <input type="checkbox"/> Compensation       | <input type="checkbox"/> Great Falls Airpo            |
| <input type="checkbox"/> DUI Task Force     | <input type="checkbox"/> Great Falls Trans            |
| <input type="checkbox"/> ExpoPark Advisory  | <input checked="" type="checkbox"/> Historic Preserva |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee              |

TERMINED  
Out

Please list special experience or education you or  
(Additional information, comments or resume in)



## Kristi Dawn Scott

3104 Central Ave • Great Falls, MT 59401  
kristimt@gmail.com • 406-788-7639 (cell)

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### Education:

- 2013 Leadership Montana, Billings, MT
- 5/2011 Master of Arts, Montana State University, Bozeman, MT  
Department: Native American Studies  
Cumulative G.P.A.: 3.95  
Thesis: *Child Artisans on the Northern Plains: Wood Carvings at the Fort Shaw Indian School, 1892-1910* (Advisor: Dr. Walter Fleming)
- 2009 Smithsonian Summer Institute in Museum Anthropology (SIMA), Washington D.C.
- 5/2006 Bachelor of Arts, Montana State University, Bozeman, MT  
Department: Liberal Studies  
Minor: Anthropology  
Minor: Museum Studies  
Cumulative G.P.A.: 3.4  
Distinctions: Graduated with University Honors
- 12/1995 High School Diploma, C. M. Russell High School, Great Falls, MT  
Cumulative G.P.A.: 3.6  
Distinctions: College Prep Coursework & Early Graduation

**Computer Skills & Database Programs:** Microsoft Office (Word, Excel, Power Point, Publisher), Past Perfect Collection Management Database, EMU Collections Management, Argus Museum Management System, Photoshop, Photography

**Marketing & Interpersonal Skills:** Proficient with Social Media marketing, extensive experience with recording Public Service Announcements on local radio stations, comfortable with live television interviews, well versed at working with city leaders, commissions, boards and volunteers; experience interviewing and hiring, administering various course websites, student contact, exam preparation and scoring, maintaining records of student performance, lecturing and leading discussion sections and public dialogue.

### Professional Affiliations/Memberships:

Cascade County-City of Great Falls Historic Preservation Commission, County Appointee (2013-2016), (Re-appointed 2016-2019), Chairperson (2017) (re-elected as Chair 2018, 2019)  
Great Falls Museums Consortium, Chairperson (2014), (re-elected as Chair 2015)



Montana State Historical Records Advisory Board, Governor Bullock Appointee (2013-2015), (Re-appointed 2016-2018)  
Leadership Montana Alumni Organization, appointed Class of 2013 Representative (2017, 2018, 2019)  
Montana Museums Association  
American Alliance of Museums  
American Anthropological Association  
Native American Art Studies Association  
Montana State Historical Society  
Mountains and Plains Museum Association  
C.M. Russell Museum

**Professional Experience:**

04/15/2015-Current	Curator of Art, Paris Gibson Square Museum of Art, Great Falls, MT
06/1/2014-4/14/2015	Interim Curator of Art, Paris Gibson Square Museum of Art, Great Falls, MT
11/2013-4/14/2015	Director of Development, Paris Gibson Square Museum of Art, Great Falls, MT
11/2009-11/2013	Director of Development, Ursuline Historical Foundation, Great Falls, MT
9/2009-12/2009	Collections Management Intern, Ursuline Centre, Great Falls, MT
8/2009-1/2010	Assistant Curator, C.M. Russell Museum, Great Falls, MT
9/2008-5/2009	Instructor, Native American Studies Department, Montana State University, Bozeman, MT
6/2006-9/2008	Curatorial Assistant, C.M. Russell Museum, Great Falls, MT
6/2007-12/2007	NAGPRA Coordinator, C.M. Russell Museum, Great Falls, MT
1/2005-5/2005	Curatorial Intern, Museum of the Rockies, Bozeman, MT
6/2000-8/2013	Senior Guide, Austin Lehman Adventures, Billings, MT

**Publications**

"Woman to Woman: Female Portrayals," *Distinctly Montanan Magazine*, Winter 2018

"The Gift of Light: Jim Wylder Foundation," Volume 12 Issue 11, article in *Treasure State Lifestyles*, Winter 2017

"Emergence: A Collective of Plains Indian Warrior Artists," article in *The Best of Great Falls*, Fall 2016

"Ledger Art at Paris Gibson Square Museum of Art," article in *The Best of Great Falls*, March 2015

"Celebrating Ceramic Arts and the Renaissance of Clay in North Central Montana," article in *The Best of Great Falls*, November 2014

"Images of America: Ursuline Sisters of Great Falls," co-authored book, Arcadia Publishing, Fall 2012

"The Native American Graves Repatriation Act (NAGPRA): What it Means for the C.M. Russell Museum," Article in *Russell West Quarterly*, Spring 2008

"NAGPRA Update at the Russell," Article in *Russell West Quarterly*, Spring 2008

**Professional Service/Professional Presentations:**

- 9/2018 Guest Curator for O.C. Seltzer Exhibition, C. M. Russell Museum, Great Falls, MT
- 7/2017 Guest Juror, Montana State Fair Fine Art Show, Great Falls, MT
- 2/2017 Judge, National Qualifying Speech & Debate Tournament, Great Falls High School, Great Falls, MT
- 3/2016 Guest Juror for the Western Heritage Artists Footprints on the Trail, Holiday Inn, Great Falls, MT
- 6/5/2016 Guest Juror, *The Changing Moment*, Juried Art Show, Radius Gallery, Missoula, MT
- 2/2015 Guest Lecture, *Student Artists at the Fort Shaw Indian School 1889-1910*, Sun River Valley Historical Society, Fort Shaw, MT
- 11/2010 *Material Culture as Windows into the Boarding School Era: NMNH Collections*, Annual Meeting of the American Anthropological Association, New Orleans, LA
- 10/2010 *Material Culture of Montana's Indian Schools*, C.M. Russell Native American Heritage Week Lecturer, Great Falls, MT
- 09/2010 *Material Culture as Windows into the Boarding School Era: Researching the National Museum of Natural History's Ethnographic Collections*, Celebration of Student Research and Creativity (Inauguration Events: Dr. Waded Cruzado as Montana State University's 12<sup>th</sup> President), Bozeman, MT
- 5/2010 NAGPRA Consultant, C. M. Russell Museum, Great Falls, MT
- 4/2010 Guest Lecture, *Post-colonial Education and Indigenous Montanans*, NAS 100: Introduction to Native American Studies, Montana State University, Bozeman, MT

- 12/2009 Guest Lecture, *Montana's Indian Boarding Schools*, NAS 201: American Indians in Montana, Montana State University, Bozeman, MT
- 11/2009 Guest Lecture, *The Bison and CMR's Ethnographic Collection*, C.M. Russell Museum Docent Training, Great Falls, MT
- 10/2009 *Mission Schools of Montana and Material Culture: St. Peter's of Cascade*, Montana History Conference, Great Falls, MT
- 10/2009 *Material Culture as Windows into the American Indian Boarding School Era: Researching Collections in Museums*, Native American Art Studies Association Conference, Norman, OK
- 7/2009 *Arts & Crafts of the Indian Boarding School Era: Researching the National Museum of Natural History's Collections*, Smithsonian's Summer Institute in Museum Anthropology Seminar, Washington DC
- 5/2009 *Mission Schools of Montana: Experience & Meaning Examined through Photographic Records & Material Culture*, Graduate Studies Research Seminar, Montana State University, Bozeman, MT
- 12/2008 *Native Knowledge in Museums*, Native American Theory and Methodology Seminar, Montana State University, Bozeman, MT
- 3/2006 *Material Culture and Meaning: Church Universal and Triumphant*, Undergraduate Scholars Research Conference, Montana State University, Bozeman, MT

#### **Grants/Fellowships/Awards**

- 11/2010 Research & Travel Grant, College of Letters & Science, Montana State University, New Orleans, LA
- 11/2009 Research & Travel Grant, College of Letters & Science, Montana State University, Norman, OK
- 10/2009 Oscar Howe Award, South Dakota State University
- 10/2009 Travel & Attendance Award, Montana Historical Society Annual Conference
- 10/2009 Award for Academic Excellence, Dennis and Phyllis Washington Foundation
- 9/2009 Research & Travel Award, Hearst Foundation, Montana State University



- 6/2009      Smithsonian Fellowship, National Science Foundation
- 4/2009      Research & Travel Award, Hearst Foundation, Montana State University

#### **Workshops/Technical Skills**

- 2018-2014      Montana Art Galleries Directors Association (MAGDA) annual conference, Chico, MT
- 1/2017      *Curator Core Competencies: AAM*, Workshop & Discussion Panel, Missoula Art Museum, Missoula, MT
- 9/2010      Professional Workshop, *Collections Care Workshop*, Montana State Historical Records Advisory Board and the Museums Association of Montana, Helena, MT
- 5/2010      Professional Workshop, *Preservation & Conservation of Archival Collections*, Montana State Historical Records Advisory Board, Helena, MT
- 7/2009      Smithsonian Computer Training, Washington D. C.
- 9/2008      Professional Workshop, Graduate Teaching Assistant Development Seminar Series, Montana State University, Bozeman, MT
- 8/2008      Professional Workshop, Humanities Montana Digital Training Seminar for Public History, Great Falls, MT
- 8/2008      Professional Workshop, Montana Arts Council, *The Art of Leadership: Marketing Tune-Up*, Great Falls, MT
- 5/2008      Professional Workshop, Montana Office of Public Instruction & Montana Historical Society, *Enhancing Museum Collections with Essential Understandings: Collaboration Between Montana Museums and Schools*, Project designed to bring Indian Education for All outside the classroom and to the general public, or was it Best Practices: Museums and Schools, Helena, MT
- 2/2008      Professional Workshop, A Vision of the Future: The Museum of the Plains Indian in 2025, Great Falls, MT

#### **Exhibitions:**

- 2019      *Continuum: Native American Art Works from the Missoula Art Museum Collection* PGSMOA, Great Falls, MT, (Curator, Publicity, Programming, Installation)
- 2019      *Terry Karson: Ruins*, PGSMOA, Great Falls, MT, (Curator, Publicity, Programming,

Installation)

- 2019 *From Here to There: Sheila Miles*, PGSMOA, Great Falls, MT, (Curator, Publicity, Programming Installation)
- 2018 *Spectacles, Tophats & Ties: David Driesbach Prints*, PGSMOA, Great Falls, MT, (Curator, Publicity, Programming Installation)
- 2018 *News of the World: Stephanie J. Frostad*, PGSMOA, Great Falls, MT, (Curator, Publicity, Programming Installation)
- 2018 *Cottonwoods & Color: Edd Ender's West*, PGSMOA, Great Falls, MT, (Curator, Publicity, Programming Installation)
- 2018 *Cowboys & Rodeos: Communities at Play*, PGSMOA, Great Falls, MT, (Curator, Publicity, Programming Installation)
- 2018-14 *Great Falls Public School Annual Student Exhibition*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator and Publicity)
- 2018-14 *Annual Art Auction Exhibition*, Paris Gibson Square Museum of Art, Great Falls, MT (Co-Juror/Curator, Preparator, Publicity, Programming & Director Of Fundraising)
- 2018 *Here in this House: Courtney & Molly Blazon*, Paris Gibson Square Museum of Art Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2018 *Sculpture from The Square's Permanent Collection*, Paris Gibson Square Museum of Art, Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2017 *Woman to Woman: Female Portrayals*, Paris Gibson Square Museum of Art, Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2017 *Nancy Erickson: Encounters*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2017 *Maria Wimmer: Suburban Whimsy*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Publicity, Programming)
- 2017 *E.K. Wimmer: The Path of Destruction*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Publicity, Programming)
- 2017 *Truth in the Pursuit of Delight: Oil Paintings of David Mensing*, Paris Gibson Square Museum of Art, Great Falls, MT (Curator, Preparator, Publicity, Programming including a

sold out public workshop)

- 2017 *Betty LaDuke: Celebrating Life*, Paris Gibson Square Museum of Art, Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2017 *Earthly Delights: Bob Durden*, Paris Gibson Square Museum of Art, Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2016 *Prints from the Permanent Collection*, Paris Gibson Square Museum of Art, Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2016 *Montana Expressions: Recent Works of Charles Fulcher*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2016 *Missouri River Fly Fishers annual Exhibition*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2016 *Emergence: A Collective of Plains Indian Warrior Artists*, Paris Gibson Square Museum of Art, Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2016 *Day Dreams on Paper: Watercolor of Mercedes Brown*, Paris Gibson Square Museum of Art, Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2016 *A Bitter Pill: Montanan Lives Affected by RX Abuse*, Paris Gibson Square Museum of Art, Great Falls, MT Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2016 *Peneplaining: Ella Watson*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2016 *Lee Silliman: The Other Yellowstone*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2016 *Dwayne Wilcox: Above the Fruited Plains*, MAGDA Show at Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2016 *The Beauty of Wood: Dan Price*, Pop up exhibition at Paris Gibson Square Museum of Art, Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2016 *Lessons Learned: Ric Gendron*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2016 *Hidden in Plain Sight: Photographs of Jill Brody*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)



- 2016 *Winner Takes All: Recent Works of Jay Schmidt*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2016 *Thinking Room: Theo Ellsworth*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2016 Great Falls Public School annual Student Exhibition, Paris Gibson Square  
2015 Museum of Art, Great Falls, MT (Gallery Coordinator and Publicity)
- 2016 *Blackfeet Portraits Project: Jill Ferrin*, MAGDA Show at Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2016 *Memory Tree: Recent Works of Christine Sutton and Jennifer French*, Paris Gibson Square Museum of Art, Great Falls, MT Coordinator, Preparator, Publicity Programming)
- 2016 *Selections from the Permanent Collection of Paris Gibson Square Museum of Art*, Paris Gibson Square Museum of Art, Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2016 *Alan McNiel: The West*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2016 *Glass Forest: Recent Works of Kiki Renander*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2015 *The Blind Men and the Elephant: Drawings by Stephen Glueckert*, MAGDA Show at Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2015 *Manal Alvarez: A Journey*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2015 *The Contemporary Works of Val Knight*, Paris Gibson Square Museum of Art, Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2015 *Alas, for the Pelicans!: Recent Works of Randi O'Brein*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2015 *The Warrior Art of John Isaiah Pepion*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)
- 2014 *Mary Ann Bonjorni: Legends Are History*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Preparator, Publicity, Programming)

- 2014 *Julia Galloway: Home*, Paris Gibson Square Museum of Art, Great Falls, MT (Gallery Coordinator, Public Relations, Programming)
- 2014 *All Things Left Unsaid: Collen Furhinger*, Paris Gibson Square Museum of Art, Great Falls, MT, (Gallery Coordinator, Public Relations, Programming)
- 2014 *Peter Voulkos Pottery Collection*, Paris Gibson Square Museum of Art, Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2014 *Arts Association of Montana Group Exhibition*, Curated for Paris Gibson Square Museum of Art, Great Falls, MT, (Curator, Preparator, Publicity, Programming)
- 2010 *Art of the Religious West*, Ursuline Historical Foundation, Great Falls, MT (Curator, Preparator, Publicity, Programming)
- 2008 *The Bison: American Icon, Heart of Plains Indian Culture*, C.M. Russell Museum, Great Falls, MT. Recipients of National Endowment of the Humanities "We The People" Award (Assistant Curator, Preparator)
- 2006 *Crossing Cultural Fences: The Intersecting Material Culture of American Indians and Euro-Americans*, Museum of the Rockies, Bozeman, MT (Curatorial Assistant)

April 23, 2019

Agenda Item #2

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:**                      **Stockett Water and Sewer District**

**PRESENTED BY:**        **Commission**

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**Stockett Water and Sewer District**

<b><u>Applicants</u></b>	<b><u>Vacancy (5)</u></b>	<b>Term Expirations:</b>
Melvin R. Brown	_____	2 appointments for 3 years
Joshua Jerome Eli	_____	2 appointments for 2 years
Janet Gondiero	_____	1 appointment for 1 year
Christopher Robert Kindred	_____	
Lanni M. Klanser	_____	





## CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2<sup>nd</sup> Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 4-11-19

NAME MELVIN R. BROWN

TELEPHONE (Home) 736-5341 (Work) 727-8990 (Cell) 217-6744 (E-Mail) 4 BROWNS @ THREE RIVERS.N

CURRENT ADDRESS P.O. BOX 81 20 FRONT STREET STOCKETT MT 59480

Previous Public Experience (Elected or Appointed) STOCKETT WATER BOARD

Previous Volunteering or County Boards COUPLE YEARS STOCKETT VOLUNTEER  
FIRE DEPARTMENT AND STOCKETT WATER BOARD

Current Volunteering or County Boards \_\_\_\_\_

Current Employer CASCADE COUNTY PUBLIC WORKS

Education HIGH SCHOOL, ONE YEAR OF COLLEGE

Please indicate which of the following Boards/Trustee positions you are interested in.  
Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.

<input type="checkbox"/> Board of Health	<input type="checkbox"/> Fire Fee Service Area	<input type="checkbox"/> Planning
<input type="checkbox"/> Compensation	<input type="checkbox"/> Great Falls Airport Authority	<input type="checkbox"/> Tax Appeal
<input type="checkbox"/> DUI Task Force	<input type="checkbox"/> Great Falls Transit	<input type="checkbox"/> Weed Board
<input type="checkbox"/> ExpoPark Advisory	<input type="checkbox"/> Historic Preservation Advisory	<input type="checkbox"/> Zoning Board of Adjustment
<input type="checkbox"/> Fire District Area	<input type="checkbox"/> Library Trustee	<input checked="" type="checkbox"/> Other

Please list special experience or education you may have for serving on any of the boards  
(Additional information, comments or resume may be added to the back of this form.)



## CASCADE COUNTY BOARD APPLICATION



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(Please Print or Type)

Date

4-17-19

NAME JOSHUA JEROME ELI

TELEPHONE (Home) 736-5488 (Work) 761-8679 (Cell) 590-3541 (E-Mail) JOSH-ELI@YAHOO.COM

CURRENT

ADDRESS 58 CRANE AVE

Previous Public Experience (Elected or Appointed) NONE

Previous Volunteering or County Boards NONE

Current Volunteering or County Boards NONE

Current

Employer NORTHERN HYDRAULICS INC.

Education BACHELOR OF SCIENCE, MAJOR IN DESIGN DRAFTING  
MINOR IN CIVIL ENGINEERING

Please indicate which of the following Boards/Trustee positions you are interested in.  
Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.

<input type="checkbox"/> Board of Health	<input type="checkbox"/> Fire Fee Service Area	<input type="checkbox"/> Planning
<input type="checkbox"/> Compensation	<input type="checkbox"/> Great Falls Airport Authority	<input type="checkbox"/> Tax Appeal
<input type="checkbox"/> DUI Task Force	<input type="checkbox"/> Great Falls Transit	<input type="checkbox"/> Weed Board
<input type="checkbox"/> ExpoPark Advisory	<input type="checkbox"/> Historic Preservation Advisory	<input type="checkbox"/> Zoning Board of Adjustment
<input type="checkbox"/> Fire District Area	<input type="checkbox"/> Library Trustee	<input checked="" type="checkbox"/> Other

Please list special experience or education you may have for serving on any of the boards  
(Additional information, comments or resume may be added to the back of this form.)

DESIGNED AND ENGINEERED (EIT) WATER, SEWER, &  
STORM DRAIN PLANS.



## CASCADE COUNTY BOARD APPLICATION



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(Please Print or Type)

Date 4/8/19

NAME Janet Gondeiro

TELEPHONE (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) (406) 217-5748 (E-Mail) \_\_\_\_\_

CURRENT ADDRESS 20 Cottonwood Ave, Stockett, MT 59480

Previous Public Experience (Elected or Appointed) \_\_\_\_\_

Previous Volunteering or County Boards \_\_\_\_\_

Current Volunteering or County Boards \_\_\_\_\_

Current Employer Great Falls Clinic  
1400 29th St S  
Great Falls, MT 59405

Education Highwood Public School - Highwood, MT  
Portland Community College - Portland, OR

Please indicate which of the following Boards/Trustee positions you are interested in.  
Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.

<input type="checkbox"/> Board of Health	<input type="checkbox"/> Fire Fee Service Area	<input type="checkbox"/> Planning
<input type="checkbox"/> Compensation	<input type="checkbox"/> Great Falls Airport Authority	<input type="checkbox"/> Tax Appeal
<input type="checkbox"/> DUI Task Force	<input type="checkbox"/> Great Falls Transit	<input type="checkbox"/> Weed Board
<input type="checkbox"/> ExpoPark Advisory	<input type="checkbox"/> Historic Preservation Advisory	<input type="checkbox"/> Zoning Board of Adjustment
<input type="checkbox"/> Fire District Area	<input type="checkbox"/> Library Trustee	<input checked="" type="checkbox"/> Other <u>Stockett Water &amp; Sewer</u>

Please list special experience or education you may have for serving on any of the boards  
(Additional information, comments or resume may be added to the back of this form.)





## CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2<sup>nd</sup> Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 4-15-19

NAME Christopher Robert Kindred

TELEPHONE (Home) 736-5674 (Work) \_\_\_\_\_ (Cell) 781-6447 (E-Mail) chriskindred.ck@gmail.com

CURRENT ADDRESS 26 Front St. Stockett MT 59480

Previous Public Experience (Elected or Appointed) Sand Coulee Fire Asst. Chief

Previous Volunteering or County Boards Sand Coulee Fire

Current Volunteering or County Boards \_\_\_\_\_

Current Employer Kindred Plumbing

Education High School

Please indicate which of the following Boards/Trustee positions you are interested in.  
Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Board of Health    | <input type="checkbox"/> Fire Fee Service Area          | <input type="checkbox"/> Planning                   |
| <input type="checkbox"/> Compensation       | <input type="checkbox"/> Great Falls Airport Authority  | <input type="checkbox"/> Tax Appeal                 |
| <input type="checkbox"/> DUI Task Force     | <input type="checkbox"/> Great Falls Transit            | <input type="checkbox"/> Weed Board                 |
| <input type="checkbox"/> ExpoPark Advisory  | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee                | <input checked="" type="checkbox"/> Other           |

Please list special experience or education you may have for serving on any of the boards  
(Additional information, comments or resume may be added to the back of this form.)

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Cascade County Commissioners

RECEIVED

APR 09 2019

CASCADE COUNTY  
BOARD APPLICATION

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2<sup>nd</sup> Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 4/7/20019NAME Lanni M. KlanserTELEPHONE (Home) 4067365650 (Work) \_\_\_\_\_ (Cell) 4068996329 (E-Mail) lklanser@3rivers.netCURRENT ADDRESS 28 Cottonwood Ave., Stockett, Mt 59480Previous Public Experience (Elected or Appointed) nonePrevious Volunteering or County Boards Sweetgrass Dev. Board, Young Parents Ed. BoardAd Club Board, Centerville Booster Club & PTA, Eagle Mount, Holy Trinity Church CatachistCurrent Volunteering or County Boards Holy Trinity Church and Centerville Booster ClubCurrent Employer City of Great Falls - Communication SpecialistPrevious Employers Special Olympics Montana and Great Falls College MSUEducation B.S. in Liberal Studies with Management & Communications Concentration

Please indicate which of the following Boards/Trustee positions you are interested in.  
Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Board of Health    | <input type="checkbox"/> Fire Fee Service Area          | <input type="checkbox"/> Planning                   |
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| <input type="checkbox"/> ExpoPark Advisory  | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee                | <input checked="" type="checkbox"/> Other           |

Please list special experience or education you may have for serving on any of the boards  
(Additional information, comments or resume may be added to the back of this form.)

Other = Stockett Water and Sewer District (22-year resident of Stockett, MT) As listed above, I have served on various

non-profit boards over the past 20 years. I stepped down from most due to the travel schedule of my previous job.

Currently, I work as the liaison for the City's Neighborhood Councils. I ensure their public meetings run appropriately.

April 23, 2019

Agenda Item #3

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Budget Appropriation increasing budget authority in the Montana Expo Park Fund 5750 for the Grandstands and Paddock Club replacement project.

**INITIATED AND PRESENTED BY:** Mary K. Embleton, Budget Officer

**ACTION REQUESTED:** Approval of Resolution #19-30

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**BACKGROUND:**

The purpose of this resolution is to increase budget authority to complete the Grandstands and Paddock Club replacement projects in time for use for upcoming events such as Horse Racing and State Fair. Additional support from the General Fund has been identified in the amount of \$302,000 plus \$27,500 for a facility study which totals \$329,500 as Transfer In for the Expo Park Fund. This allows the expense budget to be increased by the same amount. The amendment also utilizes the reserve of \$78,716 which resulted from the project's original budget in Fund 4125 and which was transferred to Fund 5750 via budget Resolutions 19-22 and 19-28.

**RECOMMENDATION:** Approval of Resolution #19-30

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Resolution #19-30 increasing revenue budget authority to Transfer In to Fund #5750 in the amount of \$329,500 offset by increasing expense budget authority to Fund #5750 by the same amount plus \$78,716 from reserves for a total increase in expense budget authority of \$408,216.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** #19-30 increasing revenue budget authority to Transfer In to Fund #5750 in the amount of \$329,500 offset by increasing expense budget authority to Fund #5750 by the same amount plus \$78,716 from reserves for a total increase in expense budget authority of \$408,216.



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA  
IN THE MATTER OF A BUDGET  
APPROPRIATION WITHIN CASCADE COUNTY  
MONTANA EXPO PARK #5750 GRANDSTANDS PROJECT**

**RESOLUTION 19-30**

**WHEREAS**, Cascade County Montana Expo Grandstand and Paddock Club Projects have encountered additional costs which were not anticipated when the original budget was approved last September; and

**WHEREAS**, Cascade County Commissioners have identified budget authority that will not be needed in the General Fund which can then be transferred as support to the Montana Expo Park Fund to be used to complete the replacement projects in time for upcoming events; and

**WHEREAS**, a General Fund support of \$302,000 has been identified for use on the replacement project plus \$27,500 to be used for a portion of the cost of a facility plan; and

**WHEREAS**, a budget amendment is necessary to increase the revenue budget authority in the amount of \$329,500 as a Transfer In for Fund #5750; and

**WHEREAS**, a budget amendment is necessary to increase expense budget authority in the amount of \$408,216 in Fund #5750 Montana Expo Park; and

**WHEREAS**, the difference of \$78,716 resulting from the revenue budget authority being less than the expense budget authority is from reserves transferred from the original project budgets; and

**WHEREAS**, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of County Commissioners of Cascade County the appropriations are to be made as detailed in Attachment A;

Dated this 23rd Day of April 2019.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
JOE BRIGGS, CHAIRMAN

\_\_\_\_\_  
JAMES L. LARSON, COMMISSIONER

\_\_\_\_\_  
JANE WEBER, COMMISSIONER

ATTEST:

\_\_\_\_\_  
CLERK & RECORDER/AUDITOR  
mke

Attachment A

To: Cascade County Board of Commissioners

CFDA #

Contract #

Responsible Department: **Commission**

Prepared by: Mary K. Embleton

[illegible]

Acct #	<u>5750</u>	-	<u>000</u>	-	<u>38.3080</u>	0	329,500	329,500
Acct #	<u>          </u>	-	<u>          </u>	-	<u>          </u>	0	0	0
						0	329,500	329,500

Increase Revenues and Expenses for additional support from the General Fund to finish majority of Grandstands and Paddock Club replacements in FY2019. Includes reserves in the amount of \$78,716 from excess budgeted revenues over budgeted expenses originally appropriated in Fund 4125. Also includes \$27,500 for the portion of facility study.

Department Head Signature or  
Elected Official Signature

Date \_\_\_\_\_

Budget Officer

Date \_\_\_\_\_

Joe Briggs

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Print Name \_\_\_\_\_



# Budget Performance Report

Fiscal Year to Date 04/16/19

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 5750 - Montana ExpoPark										
<b>REVENUE</b>										
Department 000 - Revenue										
<b>36</b>										
36.2000	Miscellaneous Revenues	2,000,000.00	(2,000,000.00)	.00	(2,000,000.00)	.00	.00	.00	+++	.00
<b>36 - Totals</b>		\$2,000,000.00	(\$2,000,000.00)	\$0.00	(\$2,000,000.00)	\$0.00	\$0.00	\$0.00	+++	\$0.00
<b>38</b>										
38.1070	Proceed fr Loans/Intercap	.00	2,000,000.00	2,000,000.00	2,000,000.00	.00	2,000,000.00	.00	100	.00
38.3000	Interfund Oper. Transfer	.00	1,467,722.00	1,467,722.00	.00	.00	1,017,722.00	450,000.00	69	.00
38.3080	Transfer from General Fd	.00	.00	.00	.00	.00	.00	.00	+++	461,469.00
<b>38 - Totals</b>		\$0.00	\$3,467,722.00	\$3,467,722.00	\$2,000,000.00	\$0.00	\$3,017,722.00	\$450,000.00	87%	\$461,469.00
Department 000 - Revenue Totals		\$2,000,000.00	\$1,467,722.00	\$3,467,722.00	\$0.00	\$0.00	\$3,017,722.00	\$450,000.00	87%	\$461,469.00
<b>REVENUE TOTALS</b>		\$2,000,000.00	\$1,467,722.00	\$3,467,722.00	\$0.00	\$0.00	\$3,017,722.00	\$450,000.00	87%	\$461,469.00
<b>EXPENSE</b>										
Department 437 - Overhead										
Function F0260 - State Fair										
<b>300</b>										
300.350	Professional Services	3,040.00	.00	3,040.00	81.00	728.00	2,406.10	(94.10)	103	3,884.18
<b>300 - Totals</b>		\$3,040.00	\$0.00	\$3,040.00	\$81.00	\$728.00	\$2,406.10	(\$94.10)	103%	\$3,884.18
Function F0260 - State Fair Totals		\$3,040.00	\$0.00	\$3,040.00	\$81.00	\$728.00	\$2,406.10	(\$94.10)	103%	\$3,884.18
Department 437 - Overhead Totals		\$3,040.00	\$0.00	\$3,040.00	\$81.00	\$728.00	\$2,406.10	(\$94.10)	103%	\$3,884.18
Department 465 - Public Works Dept. - Maintenance										
Function F0220 - Public Works Maint.										
<b>300</b>										
300.350	Professional Services	36,405.00	.00	36,405.00	.00	3,500.00	7,951.44	24,953.56	31	48,250.61
<b>300 - Totals</b>		\$36,405.00	\$0.00	\$36,405.00	\$0.00	\$3,500.00	\$7,951.44	\$24,953.56	31%	\$48,250.61
<b>900</b>										
900.920	Buildings	15,000.00	3,680,814.00	3,695,814.00	212,180.35	207.50	2,673,754.27	1,021,852.23	72	.00
<b>900 - Totals</b>		\$15,000.00	\$3,680,814.00	\$3,695,814.00	\$212,180.35	\$207.50	\$2,673,754.27	\$1,021,852.23	72%	\$0.00
Function F0220 - Public Works Maint. Totals		\$51,405.00	\$3,680,814.00	\$3,732,219.00	\$212,180.35	\$3,707.50	\$2,681,705.71	\$1,046,805.79	72%	\$48,250.61
Department 465 - Public Works Dept. - Maintenance Totals		\$51,405.00	\$3,680,814.00	\$3,732,219.00	\$212,180.35	\$3,707.50	\$2,681,705.71	\$1,046,805.79	72%	\$48,250.61
<b>EXPENSE TOTALS</b>		\$54,445.00	\$3,680,814.00	\$3,735,259.00	\$212,261.35	\$4,435.50	\$2,684,111.81	\$1,046,711.69	72%	\$52,134.79
Fund 5750 - Montana ExpoPark Totals										
<b>REVENUE TOTALS</b>		2,000,000.00	1,467,722.00	3,467,722.00	.00	.00	3,017,722.00	450,000.00	87%	461,469.00
<b>EXPENSE TOTALS</b>		54,445.00	3,680,814.00	3,735,259.00	212,261.35	4,435.50	2,684,111.81	1,046,711.69	72%	52,134.79
Fund 5750 - Montana ExpoPark Totals		\$1,945,555.00	(\$2,213,092.00)	(\$267,537.00)	(\$212,261.35)	(\$4,435.50)	\$333,610.19	(\$596,711.69)		\$409,334.21
Grand Totals										
<b>REVENUE TOTALS</b>		2,000,000.00	1,467,722.00	3,467,722.00	.00	.00	3,017,722.00	450,000.00	87%	461,469.00
<b>EXPENSE TOTALS</b>		54,445.00	3,680,814.00	3,735,259.00	212,261.35	4,435.50	2,684,111.81	1,046,711.69	72%	52,134.79





# Budget Performance Report

Fiscal Year to Date 04/16/19  
Include Rollup Account and Rollup to Object

Grand Totals	\$1,945,555.00	(\$2,213,092.00)	(\$267,537.00)	(\$212,261.35)	(\$4,435.50)	\$333,610.19	(\$596,711.69)	\$409,334.21
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**Analysis of Expo Park Projects  
Grandstand and Paddock Club  
Additional Budget Needed**

**Additional Budget Sources:**

Expo Park Fund #5750:

Transferred from Fund #4125		\$ 78,716.00	*
Transfer from Debt Service	(600's)	\$ 91,308.00	**
Transfer from Small equip	(200's)	\$ 75,000.00	**
Defer Water Main replacmnt		\$ 125,000.00	**
		<u>\$ 370,024.00</u>	

From General Fund #1000:

Reduce Debt Svc (InterCap Loan duplication)	\$ 177,000.00	*
Reduce Commission Contingency	\$ 125,000.00	*
(Budget transfers within GF occur first)	<u>\$ 302,000.00</u>	

\$380,716<sup>00</sup>

TOTAL ADDITIONAL BUDGET IDENTIFIED:	\$ 672,024.00
TOTAL BUDGET NEEDED TO COMPLETE w/o Kitchen Equip:	<u>\$ (549,543.90)</u>
	\$ 122,480.10

Kitchen Equipment \$ (185,000.00)

TOTAL ADDITIONAL BUDGET NEEDED TO COMPLETE: \$ (62,519.90)

\* Requires Budget Amendment

\*\* Requires Budget Transfer



# Budget Performance Report

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 4125 - Expo Grandstand Capital Building										
REVENUE										
Department 000 - Revenue										
<b>38</b>										
38.3000	Interfund Oper. Transfer	3,467,722.00	(3,467,722.00)	.00	(2,403,810.00)	.00	.00	.00	+++	13,850.00
<b>38 - Totals</b>		<b>\$3,467,722.00</b>	<b>(\$3,467,722.00)</b>	<b>\$0.00</b>	<b>(\$2,403,810.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$13,850.00</b>
Department 000 - Revenue Totals										
	<b>REVENUE TOTALS</b>	<b>\$3,467,722.00</b>	<b>(\$3,467,722.00)</b>	<b>\$0.00</b>	<b>(\$2,403,810.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$13,850.00</b>
EXPENSE										
Department 337 - ExpoPark Grandstand										
Function A1240 - Facilities Improvement										
<b>900</b>										
900.920	Buildings	3,389,506.00	(3,389,506.00)	.00	(2,447,463.02)	.00	.00	.00	+++	.00
900.921	Building Engineering/Architectural	.00	.00	.00	(2,500.00)	.00	.00	.00	+++	13,350.00
<b>900 - Totals</b>		<b>\$3,389,506.00</b>	<b>(\$3,389,506.00)</b>	<b>\$0.00</b>	<b>(\$2,449,963.02)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$13,350.00</b>
Function A1240 - Facilities Improvement Totals										
		<b>\$3,389,506.00</b>	<b>(\$3,389,506.00)</b>	<b>\$0.00</b>	<b>(\$2,449,963.02)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$13,350.00</b>
Department 337 - ExpoPark Grandstand Totals										
		<b>\$3,389,506.00</b>	<b>(\$3,389,506.00)</b>	<b>\$0.00</b>	<b>(\$2,449,963.02)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$13,350.00</b>
	<b>EXPENSE TOTALS</b>	<b>\$3,389,506.00</b>	<b>(\$3,389,506.00)</b>	<b>\$0.00</b>	<b>(\$2,449,963.02)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$13,350.00</b>
Fund 4125 - Expo Grandstand Capital Building Totals										
	<b>REVENUE TOTALS</b>	<b>3,467,722.00</b>	<b>(3,467,722.00)</b>	<b>.00</b>	<b>(2,403,810.00)</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>+++</b>	<b>13,850.00</b>
	<b>EXPENSE TOTALS</b>	<b>3,389,506.00</b>	<b>(3,389,506.00)</b>	<b>.00</b>	<b>(2,449,963.02)</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>+++</b>	<b>13,350.00</b>
Fund 4125 - Expo Grandstand Capital Building Totals		<b>\$78,216.00</b>	<b>(\$78,216.00)</b>	<b>\$0.00</b>	<b>\$46,153.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$500.00</b>
Grand Totals										
	<b>REVENUE TOTALS</b>	<b>3,467,722.00</b>	<b>(3,467,722.00)</b>	<b>.00</b>	<b>(2,403,810.00)</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>+++</b>	<b>13,850.00</b>
	<b>EXPENSE TOTALS</b>	<b>3,389,506.00</b>	<b>(3,389,506.00)</b>	<b>.00</b>	<b>(2,449,963.02)</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>+++</b>	<b>13,350.00</b>
Grand Totals		<b>\$78,216.00</b>	<b>(\$78,216.00)</b>	<b>\$0.00</b>	<b>\$46,153.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$500.00</b>

+ 500 excess Cash →

\$ 78,716



April 23, 2019

Agenda Item #4

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

ITEM: Requesting Distribution of Bridge and Road Safety  
and Accountability Program Funds

INITIATED & PRESENTED BY: Ian Payton, Deputy Director  
Public Works Department

ACTION REQUESTED: Approval for Resolution #19-31

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**BACKGROUND**

Dracut Hill Road preventative maintenance overlay, width and crown preservation treatments, and seal & cover. Project length is 3.81 miles. MDT funds requested total \$157,791.17. A 5% County match (\$7,889.56) is required and has been budgeted from Road Services Raw Materials (2110-218-C0200-400.450).

**RECOMMENDATION**

Approval of Resolution #19-31: A Resolution Requesting Distribution of Bridge and Road Safety and Accountability Program Funds.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:** Mr. Chair, I move that the Commissioners **APPROVE** the adoption of Resolution #19-31, A Resolution Requesting Distribution of Bridge and Road Safety and Accountability Program Funds for repairs to Dracut Hill and rescind Resolution #19-20, R0368955.

**MOTION TO DISAPPROVE:** Mr. Chair, I move that the Commissioners **DISAPPROVE** the adoption of Resolution #19-31, A Resolution Requesting Distribution of Bridge and Road Safety and Accountability Program Funds for repairs to Dracut Hill and rescind Resolution #19-20, R0368955.

**A RESOLUTION REQUESTING DISTRIBUTION OF  
BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS**

**WHEREAS**, the Bridge and Road Safety and Accountability Account requires the Montana Department of Transportation to allocate accrued funds to cities, towns, counties, and consolidated city-county governments for construction, reconstruction, maintenance, and repair of rural roads, city or town streets and alleys, bridges, or roads and streets that the city, town, county, or consolidated city-county government has the responsibility to maintain; and,

**WHEREAS**, a city, town, county, or consolidated city-county government that requests funds under the Bridge and Road Safety and Accountability Account must match each \$20 requested with \$1 of local government matching funds; and,

**WHEREAS**, a city, town, county, or consolidated city-county government requesting distribution of allocated funds may make such a request to the Department of Transportation between March 1 and November 1 of the year the funds were allocated; and,

**WHEREAS**, the project(s) to be funded is:

**Dracut Hill Road preventative maintenance overlay, width and crown preservation treatments, seal & cover on 3.81 miles within Cascade County**

and,

**WHEREAS**, the local match for the allocated funds has been budgeted from:

**Road Services Raw Materials (2110-218-C0200-400.450)**

**THEREFORE, NOW BE IT RESOLVED THAT:**

1. Cascade County requests distribution of its share of the allocated Bridge and Road Safety and Accountability funds to be used for the projects identified herein.
2. That the Commission hereby empowers and authorizes the Public Works Director to execute such further documents as may be necessary to facilitate the distribution of said funds.

PASSED AND ADOPTED by the Board of County Commissioners of Cascade County, Montana, this 23rd day of April 2019.

BOARD OF COUNTY COMMISSIONERS,  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
James L. Larson, Commissioner

\_\_\_\_\_  
Jane Weber, Commissioner

**Attest**

On this 23rd day of April 2019, I hereby attest the above signatures of the Board of Cascade County Commissioners.

\_\_\_\_\_  
Rina Fontana Moore  
Cascade County Clerk and Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
Deputy County Attorney

\* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



April 23, 2019

Agenda Item #5

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** CenturyLink Loyal Advantage Agreement Amendment

**INITIATED AND PRESENTED BY:** Sean Higginbotham, IT Director

**ACTION REQUESTED:** Approval of Contract #19-43

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**BACKGROUND:**

The purpose of this modification is to amend the CenturyLink Loyal Advantage Agreement. Cascade County's original agreement with CenturyLink reached its 36-month term and has been renewed automatically by contract. The amendment to the CenturyLink Loyal Advantage Agreement provides increased Internet Network capacity to Cascade County. This amendment contains significant adjustments to the cost of services provided. The current agreements annual cost to Cascade County is \$47,976.00. This amendment would reduce the annual cost to \$23,592.00 saving Cascade County approximately \$24,384.00 per year. The total savings for the duration of the contract would equal \$73,152.00

**RECOMMENDATION:** Approval of Contract #19-43

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #19-43 amendment to CenturyLink Loyal Advantage Agreement allowing for additional Internet Network Capacity.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-43 amendment to CenturyLink Loyal Advantage Agreement allowing for additional Internet Network Capacity.

**AMENDMENT TO  
CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**

**THIS AMENDMENT NO. 1** (this "Amendment") by and between **CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC** ("CenturyLink") and **Cascade County** ("Customer"), hereby amends the CenturyLink Loyal Advantage Agreement Content ID: 725594, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

CenturyLink and Customer wish to amend the Agreement as follows:

1. **Term.** By checking one of the boxes below, Customer indicates that it is increasing the length of its existing Term. Customer understands and agrees that it may not decrease the length of its existing Term.

- ☐ **No Changes.** Customer's existing Initial Term will remain in effect.
- ☐ **New Initial Term.** The parties agree to start a new Initial Term that begins on the Amendment Effective Date.
- ☒ **Extension of the Initial Term.** The parties agree to extend the existing Initial Term, which will retain the Agreement's existing Effective Date. Customer's new Term is 36 months.

2. ☒ **Addition of Services.** Customer is adding a new Service to the Agreement. If this Section 2 is not checked, Customer's existing Services as set forth in the Agreement will remain in effect.

The attached contract document(s) associated with the addition of Service(s) may include, but is not limited to the following: Service Exhibit(s), Pricing Attachment(s), and Service Attachments, which are added to, and constitute a part of, the Agreement and the existing Services. The definition of Services in the Agreement will include the Services in the contract documents attached to this Amendment.

3. **Modifications to Pricing.**

3.1. The rates for the IQ Networking and Local Access Service Exhibits are amended to:

(a) Add the new rates and/or locations set forth below. All existing rates and/or locations remain unchanged.

Tiered Gigabit Ethernet (1000 Mbps) Internet Port	Net Rate MRC	Install NRC
1000 Mbps	\$1,100.00	\$00.00

NPA/NXX Or CLLI	Loop Tracking ID	Service Address (include exact building, floor, and/or room/suite used for Loop Tracking ID)	Type of Local Access	Service Term in months (per Service)	Circuit Speed (If Ethernet, include if FastE or GigE at customer premise)	Local Access Net Rate MRC	Install NRC
406/452	190123300515	415 2 <sup>nd</sup> Ave. North Great Falls, MT 59401	Single CoSlow ELA - Native	36 Months	1000M	\$866.00	\$0.00

4. **Additional Modifications.**

4.1 The following sections are added to the Agreement and replace any conflicting language in the Agreement:

(a) **Domestic Voice Services.** If Customer is amending an Agreement already containing Domestic Voice Service, the following section is added to the Domestic Voice Service Exhibit:

**Access Arbitrage.** If CenturyLink determines the number of calls routed to CenturyLink using Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply a per minute Access Arbitrage Fee to 95% of their high cost minutes. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. Inbound and outbound per minute "Access Arbitrage Fees" are \$0.10 per minute for switched Services and \$0.05 per minute for dedicated Services. For more detailed information about Access Arbitrage, please refer to the RSS.

"Access Arbitrage" is the use of a scheme, device or any other means to exploit or benefit from the difference between the rates for Voice Services provided by CenturyLink and the originating or terminating charges imposed by the Local Exchange Carrier ("Access Arbitrage"). Examples of Access Arbitrage include: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to CenturyLink calls that are characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system such that the percentage of high cost minutes routed to CenturyLink using the Service is more than 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.



**AMENDMENT TO  
CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**

**(b) No Resale; Compliance.** The "No Resale; Compliance" section is replaced as follows:

**No Resale; Security.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

**(c) Transport Services.** The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

**(d) Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

**Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com), except that notices for Services purchased under the Select Advantage Service Exhibit Customer must be provided to the customer care number specified on Customer's invoice, and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Exhibit. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norennew@centurylink.com](mailto:Norennew@centurylink.com). All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

**Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

**(e) Definitions.**

"Customer Data" means any Customer provided information, data or materials that Customer transmits, receives, stores or processes through its use of CenturyLink Services. If information is both Confidential Information and Customer Data, it will be treated as Customer Data for purposes of this Agreement.

**5. Pricing.** Changes to pricing of Customer's existing Services will be effective on the second full billing cycle following the Amendment Effective Date. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

**6. Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.



**AMENDMENT TO  
CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**

7. **Miscellaneous.** This Amendment will be effective as of the date it is executed by CenturyLink after the Customer's signature (the "Amendment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control. Using CenturyLink's electronic signature process for the Agreement is acceptable.

8. **PRE-SUBSCRIBED INTEREXCHANGE CARRIER CHARGE WAIVER.** Provided Customer is otherwise in compliance with this Agreement, Qwest will waive one hundred percent (100%) of the per line MRC (maximum \$2.45 per line) for the Pre-subscribed Interexchange Carrier Charge ("PICC") (also known as the Access Line Charge) for multi-line business lines and Centrex lines ("PICC Waiver"). Such PICC Waiver will only be valid throughout the Initial Term as Services are installed by Customer.

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

**CUSTOMER: CASCADE COUNTY**

**CENTURYLINK COMMUNICATIONS, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

Manager – Offer Management

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# OM Contract Cover Sheet -- GES

→ To avoid processing delays, a completed OM Contract Cover Sheet must be included w/ 2 customer-signed original contracts, including all exhibits, when sent to Contract Management. Please be sure to check-off your Regional Sales Director for proper contract return. OM Director signature is required on all non-standard contracts.

☐ \*Sales Executive complete this information (**REQUIRED** INFORMATION IS IN THE FIRST COLUMN):

Customer Name	OMR # / OM Analyst	Contract #	Is this an Existing Customer? (Y/N)?	Customer Acct. #	Monthly \$ value of contract
Cascade County	Q242797/Hardy		Y		\$3998
<b>Sales Executive Information</b>		<b>Sales Executive Address &amp; Phone #</b>			
<b>Name:</b> Kristi O'Connell <b>Sales office code</b> GESHELNA <small>(must use ONE sales office code from list below)</small> <b>e-mail address:</b> kristi.o'connell@qwest.com		441 N Park Ave Helena, MT 59601 406-457-9155			
<b>AC/ASR Information</b>		<b>AC/ASR Address &amp; Phone #</b>			
<b>Name:</b> Erika Bourbanis <b>e-mail address:</b> Erika.bourbanis		1600 7 <sup>th</sup> Ave, 1300 Seattle, WA 98191 888-261-9523			

- ☐ **Sales Executive – YOU MUST PROVIDE YOUR NAME, YOUR SALES OFFICE CODE AND YOUR EMAIL ADDRESS OR YOUR CONTRACT WILL BE REJECTED.** Choose the appropriate Sales Office Codes described on the list attached below.
- ☐ **Sales Executive** check appropriate Regional Sales Director with an **X** from address list below in OM Group Task #1
- ☐ **Sales Office Admin or Sales Executive** complete the overnight information & send to the Offer Management contact listed below. Before sending the contracts review for hand written changes & log the overnight tracking number (if there are hand written changes reject back to the Sales Executive – the Sales Executive will need to involve Offer Management to resolve.) Please note: you must send (2) two customer-signed original contracts, including all exhibits regardless of whether a signature is required on such exhibit.

<b>Date overnight sent:</b>	<b>Overnight tracking number:</b>
<b>Name &amp; phone number</b>	<b>Address</b>
<b>Kim Mortensen</b> Financial/Business Analyst 303-308-5162	Qwest Communications Corp. 1801 California St., 34th Floor Denver, CO 80202

- ☐ **OM Group Task #1** send one counter-signed original to the Sales contact, listed above, who is within the checked Regional Sales Director's group below.

<b>Date sent (and overnight tracking number if applicable – regular mail is fine in most cases) :</b>		
<b>Sales (X) Here</b>	<b>Regional Sales Director Name &amp; phone number</b>	<b>Qwest Communications Address</b>
	Marjorie Fredd – 612-664-4500	Qwest: 600 Stinson Blvd, Minneapolis, MN 55413
	Al Macaluso – 602.512.2500	Qwest: 20 E. Thomas Road, 23 <sup>rd</sup> Floor, Phoenix, AZ 85012
<b>X</b>	Mike Stepan – 503.425.3366	Qwest: 421 SW Oak St, Room 710, Portland, OR 97204-1817
	Beau Hendrick – 512.651.7500	Qwest: 11921 N. Mopac Expy. Suite 100, Austin, TX 78759

**-Resources for Promo Code Status:** Upon review and acceptance of your completed coversheet and customer signed originals, OMCM requests Promo Codes from the Billing Promo Group (if applicable for GES).

As OM and OMCM do not create Promo Codes there are two resources you should check prior to calling OM or OMCM regarding the status of your Promo Codes.

- 1) The Billing Promo Code group (<mailto:billingpromocodes@qwest.com>) is responsible for creating Promo Codes once OMCM sends the executed contracts to them. Billing Promo Group maintains a spreadsheet on their shared drive that provides the status of promo codes.

**Please note:**

- The contract is not complete or valid unless the two customer-signed originals sent to OM include all pages of the contract and all exhibits (regardless of whether a particular exhibit requires a signature). No alterations can be made to the contract. No fax or photocopy signatures are allowed.
- Escalation is driven by the overnight package tracking number. If no overnight tracking number is documented by sales or if the overnight carrier does not confirm delivery to OM's address the responsibility to locate the contracts is Sales. If the overnight carrier shows that the package was delivered to OM's address it is OM's responsibility to locate the contracts.
- Web Hosting OM contracts include order forms that must be completed and submitted to Offer Management with the customer-signed contract.



**QWEST LOYAL ADVANTAGE® AGREEMENT**

This Qwest Loyal Advantage Agreement ("Agreement") is between Qwest Communications Company, LLC including its subsidiaries ("Qwest" or "QCC") and Cascade County ("Customer") and is effective on the date QCC signs it ("Effective Date"). The offer contained in this document is only valid through May 31, 2009, and will expire if Customer does not execute and deliver the Agreement to QCC on or before that date.

**CUSTOMER: CASCADE COUNTY**

By: [Signature]  
 Name: Joe Bajaj  
 Title: Commissioner  
 Date: 4/28/09

**QWEST COMMUNICATIONS COMPANY, LLC**

By: [Signature]  
 Name: Richard Fernandez  
 Title: Offer Management - Director  
 Date: 4/28/09

1. **Services.** QCC will provide, and Customer will purchase, the services ("Services") set forth in service exhibits ("Service Exhibits") attached hereto. Customer agrees that it will not resell the Services and that its use of the Services will comply with all applicable laws. Qwest will provide Service if: (a) there is a valid, accurate, and complete Order Form submitted by Customer; (b) adequate capacity is available; and (c) Qwest accepts the Order Form. Qwest may change features or functions of its Services; for material changes, Qwest will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based upon Regulatory Activity. The parties agree that any notation to the "Qwest Total Advantage® Agreement" or "QTA Discount" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. The Service Exhibits attached hereto as of the Effective Date are:

- Domestic IQ Networking Service Exhibit
- Local Access Service Exhibit

2. **Term.** Customer selects the following "Initial Term" of the Agreement: three years ("Initial Term"), 800063 code (QLAGESZ). At the end of the Initial Term, this Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with this Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. **Rates.** Unless specified otherwise in a Service Exhibit, all Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or Qwest-approved quote form, for the duration of the Term. Notwithstanding the preceding sentence, Qwest reserves the right to modify rates and charges due to Regulatory Activity and will provide as much prior written notice as practicable but not less than 14 calendar days' notice. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days prior written notice to QCC without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides QCC 30 days to cure such increase. If Customer does not provide QCC such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section. The parties agree that any reference to "QTA Discount" in a Service Exhibit will be disregarded, and the rates set forth in the Service Exhibit are in lieu of all other rates, discounts, or promotions.

4. **Payment.** Customer must pay QCC all charges within 30 days from the invoice date. Any amount not paid when due will be subject to late interest the lesser of 1.5% per month or the maximum rate allowed by law or required by Tariff. Customer must also pay QCC any applicable Taxes assessed in connection with Customer's Services. Taxes are subject to change. QCC may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition.

#### 5. Licenses; Dispatch Fee.

5.1 If Qwest must access a building that houses Customer's premises to install, operate, or maintain Service or associated Qwest equipment, Customer will provide or secure at Customer's expense the following items: (a) appropriate space and power; and (b) rights or licenses.

5.2 Any facility or equipment repairs on Customer's side of the demarcation point are Customer's responsibility. If Customer requests a technician visit for a problem that Qwest determines: (a) not to be caused by Qwest facilities or equipment on the Qwest side of the demarcation point; or (b) is on Customer's side of the demarcation point, Qwest will assess a separate dispatch fee. Qwest will notify Customer and obtain Customer's authorization before dispatching a technician.

6. **Disclaimer of Warranties.** EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, SERVICE EXHIBIT, SERVICE DESCRIPTIONS, OR DETAILED DESCRIPTION, QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE EXHIBIT, OR DETAILED DESCRIPTION, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES. QCC DISCLAIMS: (A) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF ANY CPE; AND (B) ALL WARRANTIES FOR CPE.

#### 7. Limitation of Liability.

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**QWEST LOYAL ADVANTAGE® AGREEMENT**

**7.1 NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE APPLICABLE SERVICE LEVEL AGREEMENT; OR (B) IF NO SERVICE LEVEL AGREEMENT EXISTS, THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO QCC FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY'S TOTAL AGGREGATE LIABILITY RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY CUSTOMER TO QCC UNDER THIS AGREEMENT IN THE THREE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP"). This limitation of liability and Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligation for charges under this Agreement (e.g., Service charges, Taxes, interest, Early Termination Charges, and Cancellation Charges).**

**7.2 Any claim relating to this Agreement must be brought within two years after the claim arises.**

**8. Personal Injury, Death, and Property Damage.** To the extent permitted under law, each party will be responsible to the other party for the actual, physical damages directly caused by its negligent acts or omissions in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property. Damages under this Section will be subject to the limitation of liability in this Agreement but not the Damage Cap.

**9. Responsibilities.** To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, involving personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees against QCC, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

**10. Termination.**

**10.1 Service; Service Exhibit.** Either party may terminate an Individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party; or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for any reason other than for Cause or by Qwest for Cause, then Customer will pay Cancellation Charges, if any, under the terms of the Service Exhibit. Customer will remain liable for charges accrued but unpaid as of the termination date.

**10.2 Agreement.** Either party may terminate this Agreement and all Service by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term; or (b) for Cause. If Customer terminates this Agreement for Service-related claims, Cause to terminate an Individual Service Exhibit will not constitute Cause to terminate this Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable service level agreement, Service Exhibit, or Tariff. If Customer terminates this Agreement for Convenience or QCC terminates it for Cause prior to the conclusion of the Term, then Customer will pay the higher of: (c) the Early Termination Charge; or (d) the total Cancellation Charges that apply for terminating all QCC Service at the time the Agreement is terminated.

**11. CPNI.** Qwest is required by law to treat CPNI confidentially. Customer agrees that Qwest may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on Qwest's behalf, to determine if Customer could benefit from the wide variety of Qwest products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing Qwest in writing. Customer's decision regarding Qwest's use of CPNI will not affect the quality of service Qwest provides Customer.

**12. Confidentiality; Publicity.** Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of, this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice.

**13. Dispute Resolution; Governing Law.** The parties shall attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or related to this Agreement. Either party may initiate negotiations by providing a written notice to the other party setting forth the dispute and the relief requested. If the parties are unable to resolve such dispute within a reasonable period of time, either party may commence a civil action in a court of competent jurisdiction located, at the option of the moving party, in either: (a) the place of business of the other party, as indicated in the address to which required notices must be sent; or (b) in Denver, Colorado. To the extent the Communications Act of 1934 does not govern, this Agreement shall be governed by the laws of the State of Colorado.

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**QWEST LOYAL ADVANTAGE® AGREEMENT**

in which the Customer's principal office is located without regard to its choice of law principles. Notwithstanding the above, any action by QCC to collect payment for services may be commenced in Denver, Colorado. Each party hereby expressly waives its right to a trial by jury and consents to the jurisdiction of such courts for the purposes described in this Section. Such court shall not award any indirect, incidental, special, reliance, punitive, or consequential damages, including damages for lost profits. Each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees).

**14. Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations, including but not limited to applying for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No. 96-45; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by QCC), Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving QCC not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by QCC through the date of termination.

**15. Notices.**

**15.1 Required Notices.** Customer's current address, facsimile number, and person designated for notices are: . Unless otherwise provided herein, all required notices to QCC must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dep't., and to Customer at its then current address as reflected in QCC's records; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein or in a Service Exhibit, all notices will be deemed given: (i) when delivered in person to the recipient named above; (ii) three business days after mailed via regular U.S. Mail; (iii) when delivered via overnight courier mail; or (iv) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**15.2 Service Termination Notices.** Customer's notice of termination for QCC Services must be sent via mail, facsimile or e-mail to: Qwest, Attn.: Dublin Service Center, GBM Disconnects, 4650 Lakehurst, 2nd Floor Disconnect Center, Dublin, OH 43017, FAX: 866.887.8833, e-mail: [GBMDisconnects@qwest.com](mailto:GBMDisconnects@qwest.com). Such termination will be effective 30 days after QCC's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

**16. Assignment.** Either party may assign this Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; (c) to an Affiliate; or (d) to satisfy a regulatory requirement imposed upon a party by a governmental body with appropriate authority; provided such party gives the other party 30 days' prior written notice of such assignment. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by Qwest, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

**17. General.** This Agreement is intended solely for QCC and Customer, and not the benefit of any other person or entity (e.g., End Users). If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or service level agreement, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: a Service Exhibit, this Agreement, and any Order Form. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, Agreement, RSS, ISS and Order Form. Certain Service Exhibits may contain terms that vary considerably from the terms set forth in this Agreement. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. Except for Service modifications initiated by QCC or as set forth in a Service Exhibit, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. Each party reserves the right at any time to reject any handwritten change to this Agreement. Customer represents that its full legal name is accurately stated, the person signing this Agreement is duly authorized to do so, and the execution of this Agreement is not in conflict with any laws, charters, bylaws, articles of association, or agreements to which Customer is bound or affected. Qwest may act in reliance upon any instruction or signature reasonably believed by Qwest to be genuine.

**18. Entire Agreement.** This Agreement, any applicable Service Exhibit, Detailed Description, Service Descriptions, and Qwest-accepted Order Forms constitute the entire agreement between Customer and QCC and supersede all prior oral or written agreements or understandings relating to this subject matter.

**19. Definitions.**

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Qwest Acceptable Use Policy, which is posted at <http://www.qwest.com/legal/>, including all future revisions.



**QWEST LOYAL ADVANTAGE® AGREEMENT**

"Cancellation Charge" means cancellation or termination charges that apply when Customer cancels Service without Cause: (a) as described in a Service Exhibit; and (b) when charges are incurred by QCC from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from QCC of such default; or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in this Agreement).

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including Customer information or CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Detailed Description" is defined in the Select Advantage Service Exhibit.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the QCC network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, cable cut not caused by QCC, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means Information Services Schedule posted at the following site and is subject to change.  
[http://tariffs.qwest.com:8000/idc/groups/public/documents/service\\_agreements/qcc\\_info\\_services.pdf](http://tariffs.qwest.com:8000/idc/groups/public/documents/service_agreements/qcc_info_services.pdf).

"MRC" means monthly recurring charges.

"NRC" means nonrecurring charges.

"Order Form" includes both order request forms and quotes issued by QCC. If a QCC service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. Qwest reserves the right to amend, change, withdraw or file additional Tariffs or RSS in its sole discretion, with such updated Tariffs or RSS effective upon posting or upon fulfillment of any necessary regulatory requirements.

"RSS" means as applicable: QCC's International Rates and Services Schedule posted at [http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc\\_qcc\\_rss2.htm](http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc_qcc_rss2.htm), QCC's Interstate Rates and Services Schedule posted at [http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc\\_qcc\\_rss\\_no\\_3.htm](http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc_qcc_rss_no_3.htm), and other rate and term schedules, incorporated by this reference.

"Service Descriptions" is defined in the Managed Applications Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"Tariff" includes as applicable: QCC state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules, incorporated by this reference.

"Taxes" means foreign, federal, state, and local excise, gross receipts, sales, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon QCC or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges, which are required or permitted to be assessed on the Customer.



**QWEST LOYAL ADVANTAGE® AGREEMENT  
DOMESTIC QWEST IQ™ NETWORKING SERVICE EXHIBIT**

1. **General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. Qwest will provide Domestic Qwest IQ Networking service ("Service") under the terms of the Agreement and this Service Exhibit.

"Mail Bagging" is the process of storing e-mails for later delivery when Customer's primary mail server is unavailable.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"SLA" means the service level agreement specific to the Service, located at <http://www.qwest.com/legal/>, which is subject to change.

"Start of Service Date" means the date Qwest notifies Customer that the Service is provisioned and ready for use.

**2. Service.**

**2.1 Description.** Service is a data and IP solution that is designed for private communications between Customer's sites or public (dedicated) Internet connectivity. Service includes ports and features and the rate of data transmission and features will vary depending upon the specific type of port ("Port") ordered. Service is subject to the Qwest IQ Networking SLA, which provides Customer's sole remedy for any service interruptions or deficiencies. Qwest reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and Qwest mutually agree to prior to submitting a Service order request. Qwest must approve each Order Form and Customer must send it via e-mail, fax, or other Qwest-approved electronic process to Qwest. Subject to availability, Qwest will use commercially reasonable efforts to secure domain names and assign Internet address space for the benefit of Customer during the term. Neither Customer nor any End Users will own or route these addresses. Qwest owns all such IP addresses and, upon termination of Service, Customer's access to the IP addresses will cease.

**2.2 Ports and Features.** Ports are available in a variety of speeds, ranging from 56 Kbps to 2.4 Gbps, and in three unique Port types. Different features are included within each Port type. The local access connection between a Customer location and a Port is provided pursuant to the Local Access Service Exhibit. The three Port types are:

(a) **Internet Port.** Internet Ports provide Customer locations with connectivity to the Internet. If Customer is using frame relay access to an Internet Port, Customer is permitted to burst beyond the applicable Committed Information Rate ("CIR") to full Port speed based upon bandwidth availability.

(b) **Private Port.** Private Ports provide WAN connectivity between Customer locations. Customer may allocate traffic to point-to-point layer 2 Virtual Private LAN Service ("VPLS") or layer 3 Multi Protocol Label Switching ("MPLS") connections with template-based Quality of Service ("QoS") traffic prioritization (a description of QoS features is available upon request). Private Ports may have traffic allocated to a maximum of five different point-to-point layer 2 VPLS instances, or layer 3 MPLS Closed User Groups ("CUGs"). Private Ports with VPLS are supported on Qwest-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. QoS with Ethernet Private Ports is only available on 1000 Mbps Ports and the access must be ELA over SONET. The following features are not available with Private Ports with VPLS: (i) usage reports; (ii) the Precise Burstable or Data Transfer pricing methodologies; (iii) the SLA's Reporting Goal; and (iv) End-to-End Performance Reporting.

(c) **Enhanced Port.** Enhanced Ports provide all of the functionality of both an Internet Port and a Private Port in a consolidated communications solution. Enhanced Ports may have traffic allocated to a maximum of five different point-to-point layer 2 connections or layer 3 MPLS CUGs.

**2.3 Secure IP Gateway.** Secure IP Gateway ("SIG") is an optional feature that is available with Enhanced Ports. Secure IP Gateway brings more functionality to Enhanced Port(s) by adding a network-based firewall feature. SIG enforces Customer-defined Network Address Translation ("NAT") policies and firewall rule sets. If SIG is configured on any port within a Customer CUG, then all ports within the CUG must be Enhanced Ports.

**2.4 Mail Bagging.** Customer may order Mail Bagging in connection with Internet Ports. Mail Bagging automatically attempts to send any stored e-mails to Customer for up to 72 hours, after which the stored e-mail will be deleted. Mail Bagging is provided on a month to month basis and either party may cancel the service with 30 days written notice to the other party. Mail Bagging is not subject to the SLA. Qwest reserves the right to modify the Mail Bagging service, including without limitation, rates and charges, upon 30 calendar days prior notice to Customer.

**2.5 End-to-End Performance Reporting.** Customer may order End-to-End Performance Reporting in connection with Private Ports and the Private Port functionality of Enhanced Ports, except for Ports with VPLS. The End-to-End Performance Reporting feature collects data from Customer's traffic within its CUGs and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between Qwest's routers, and between Customer's edge routers and Qwest's routers. End-to-End Performance Reporting is provided on a month-to-month basis and either party may cancel this service with 30 days' written notice to the other party. If Customer chooses to order End-to-End Performance Reporting, Customer must order it for all of its Private Ports and/or Enhanced Ports, and Customer agrees to include Qwest as a member of each CUG. Qwest will provide reports to Customer in the Qwest Control® portal. The



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data contained in End-to-End Performance Reporting is measured differently than the goals contained in the SLA. This data is for informational purposes only and will not entitle Customer to any SLA credits.

**2.6 Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, Qwest makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

**3. Term; Cancellation.** This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will remain in effect until canceled. Either party may cancel this Service Exhibit with at least 60 days prior written notice to the other party. For any Port that does not remain installed for 12 months from the Start of Service Date, Customer will pay to Qwest a Cancellation Charge equal to the standard NRC rate applicable to that Port unless the Port is canceled by Customer for Cause.

**4. Charges.**

**4.1 Port Pricing.** Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may not change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port. Customer may: (a) upgrade a Port to a higher bandwidth within the same pricing methodology (e.g., from a DS1 to a DS3); or (b) upgrade a Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) without incurring an early Cancellation Charge for the canceled Port. All upgraded Ports must remain installed for a minimum of 12 months from the date of the upgrade. If the upgraded Port does not remain installed for 12 months from the date of the upgrade, Customer will pay to Qwest a Cancellation Charge equal to the standard NRC rate applicable to the upgraded Port. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer is obligated to pay all applicable MRCs and NRCs set forth in the Pricing Attachment. Charges will commence within five days of the Start of Service Date. The rates set forth in the Pricing Attachment do not include any costs associated with local access, CPE, or any other Services used in conjunction with Qwest IQ Networking Service, all of which are additional.

**4.2 Pricing Methodologies.** Customer understands that it cannot order International Service pursuant to this Service Exhibit. If Customer wishes to order any such International Services, Customer must execute a separate Service Exhibit.

**(a) Flat Rate.** The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

**(b) Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 192 Kbps to 384 Kbps, 384 Kbps to 256 Kbps) within the applicable Port classification (e.g., DS1, DS3), provided that Customer may not change its bandwidth from one Port classification to another (e.g., DS1 to DS3).

**(c) Precise Burstable.** Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The result is a database of over 8,000 samples. The top 5% of the samples (representing the top 5% of usage levels) are discarded. The highest remaining sample is used to calculate the usage level. This is the 95<sup>th</sup> percentile of peak usage. For each Precise Burstable Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's 95<sup>th</sup> percentile of peak usage in a given month by the applicable MRC per Mbps. Within each Precise Burstable Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Precise Burstable pricing table ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95<sup>th</sup> percentile of peak usage. Precise Burstable pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

**(d) Data Transfer.** Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

**5. AUP.** All use of the Services must comply with the AUP, posted at <http://www.qwest.com/legal/> and incorporated by reference into this Service Exhibit. Qwest may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the Web site. Any changes to the OMR #Q242797 (QLAGESZ)

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AUP will be consistent with the purpose of the AUP to encourage responsible use of Qwest's networks, systems, services, Web sites, and products.



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PRICING ATTACHMENT**

1. **Port Pricing Tables.** Pricing for Internet Ports is affected if access to the Port is over frame relay ("FR Access"). Pricing for Private Port and Enhanced Ports does not change depending on which type of access to the Port is used. Some Port types or Port speeds may not be available in all areas or with certain types of access.

**1.1 Flat Rate Pricing.**

Flat Rate	NRC (each)	Internet Port	
		FR Access MRC (each)	Other Access MRC (each)
DS3	\$2,000.00	N/A	\$2,073.00
OC3	\$4,000.00	N/A	\$4,350.00

**1.1.1 NRC Waiver.** Qwest NRCs specified above are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by Customer for at least twelve (12) consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Waiver Term for reasons other than a default by Qwest, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable Qwest NRC(s) waived pursuant to this section.

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1. **General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. Qwest will provide Local Access Service ("Service") under the terms of the Agreement, the RSS, and this Service Exhibit.
- "ATM Local Access" means Leased Access using ATM technology. ATM Local Access is available in bandwidths of DS1, DS3, OC3, and OC12.
- "CO Meet Point" means Leased Access (Special Access and ELA only) at a third party local access provider Central Office ("CO") when Customer has a dedicated connection to the CO.
- "Collocation" means Customer has leased space in a QPOP, a remote collocation site, or a collocation hotel per a Qwest Collocation Agreement.
- "Construction" means the special construction required to extend Service to a Customer-requested Demarcation Point not covered by Extended Wiring or other activities that may cause Qwest to incur expenses in connection with provisioning the Service.
- "Cross-Connect" means an intra-POP connection between certain Customer facilities with direct access (via collocation or direct connect) to the Qwest Domestic Network (either located within Qwest's transport area or Qwest's collocation area) and the Qwest backbone access point.
- "Customer Provided Access" or "CPA" means local access that Customer orders from a third party local access provider to connect the Customer premises to the Qwest Domestic Network at a Demarcation Point specified by Qwest. Qwest will provide Customer with a Limited Letter of Agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as Qwest's agent so that Customer's third party local access provider will connect Customer's premises to the Qwest Domestic Network.
- "Demarcation Point" means: (a) the physical interface between the Qwest Domestic Network and the Customer telecommunications equipment; or (b) the physical interface between a third party carrier connecting the Qwest Domestic Network to the Customer's telecommunications equipment.
- "Direct Connect" means Qwest in its sole discretion allows Customer to bring its own fiber directly to the Qwest fiber per a valid Direct Connect Agreement.
- "DSL Local Access" means Qwest Provided Access using Digital Subscriber Line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 12.280 Mbps/1.024 Mbps.
- "ELA" means Ethernet Local Access, which is Qwest Provided Access, Customer Provided Access, or Cross Connect using Ethernet technology. ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross Connect only).
- "Estimated Availability Date" means Qwest's target date for the delivery of Service.
- "Extended Wiring" means additional wiring required for orders where the Customer Demarcation Point is not located in the same location as the Qwest assigned Demarcation Point.
- "Frame Local Access" means Leased Access using Frame Relay technology. Frame Local Access is available at bandwidths varying from 56 kbps to 44,736 kbps.
- "Local Loop Move" applies when the Customer requests that Qwest move a circuit to a different Service Address that is not within the same Customer serving wire center as the existing circuit. A Local Loop Move will be deemed a disconnect of the current circuit and a new install of a new circuit. Local Loop Move is applicable for all types of Service.
- "Leased Access" means local backbone access circuits ordered and leased by Qwest from another carrier (specific carrier chosen is at the discretion of Qwest).
- "Net Rate" is in lieu of all other rates, discounts, and promotions.
- "On-Net Access" means local backbone access circuits provided solely on Qwest owned and operated facilities.
- "Qwest Domestic Network" means the Qwest network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and/or ports that are operated by Qwest.
- "QPOP" means a Qwest-owned physical point of presence that lies directly on the Qwest Domestic Network where direct interconnection between the Qwest Domestic Network and a third party local access provider's network is possible.
- "Qwest Provided Access" means either Leased Access or On-Net Access.
- "Service Address" means the building where Customer receives the Service. Only a building that is classified by Qwest as a business address can be a Service Address.
- "Special Access" means Qwest Provided Access or Customer Provided Access using Digital Signal bandwidths DS0 (Leased Access only), DS1, and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48, and OC192.
- "Start of Service Date" means the earliest to occur of: (a) the date on which Customer begins to utilize the Service; or (b) five days following the date on which Service is made available for use by Customer unless Customer notifies Qwest before this date that the Service or the Qwest interexchange carrier service or IP service on the Qwest Domestic Network ("Dedicated Service") associated with the Service does not meet the applicable performance specifications, if any. If Customer notifies Qwest that the Service or the associated Dedicated Service fails to meet the performance specifications, Qwest will use reasonable efforts to remedy that failure and will provide an updated Estimated Availability Date.



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"Wavelength Local Access" means Qwest Provided Access, Customer Provided Access, or Cross Connect using wave division multiplexing technology available in bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), and 40 G (OC768).

**2. Service Description and Availability.**

**2.1 Types of Service.** Qwest provides three types of Qwest Local Access Service:

(a) **Qwest Provided Access.** May be either Leased Access or On-Net Access. Leased Access is generally available as Special Access, ELA, Wavelength Local Access, ATM Local Access, Frame Local Access, and DSL Local Access at the bandwidths listed in the definitions for those access types. Leased Access is also generally available as CO Most Point. Customer may request a specific local access provider for Leased Access and Qwest will attempt to use the requested provider, but both final routing and the local access carrier used will be at Qwest's sole discretion. On-Net Access is generally available as Special Access, ELA, and Wavelength Local Access.

(b) **Customer Provided Access.** Customer will pay a CPA charge to Qwest when using: (i) Special Access CPA dedicated facilities or ELA CPA Virtual Local Area Network ("VLAN"), both of which are dedicated entrance facilities Qwest leases from a third party local access provider; or (ii) Ethernet Local CPA POP, which requires Qwest to provide space and power for the third party local access provider to install Ethernet equipment; or (iii) Wavelength Local Access. The CPA will be the responsibility of the customer and Qwest will not pay for or troubleshoot components of the CPA. CPA ELA VLAN is an access type where Qwest will provision and assign an Ethernet Virtual Circuit from the Qwest POP to a customer designated Ethernet facility leased from a common Ethernet Service Provider. This access will be used to connect to a Qwest VLAN assignment on the Qwest Public Internet or Private Network.

(c) **Cross-Connect Services.** Customer must have an in effect Telecommunications Collocation License Agreement or an in effect Direct Connect Agreement with Qwest to receive Cross-Connects. All Direct Connects require: (i) splicing of Customer and Qwest fibers; (ii) cross-connection of individual circuits; and (iii) an executed Direct Connect Agreement.

**2.2 Types of Service Technologies.** Qwest uses the following six different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) **Special Access.** Special Access at the DS-0 bandwidth is not available as On-Net Access and is only available as Leased Access.

(b) **ELA.** Installation and capacity of ELA (as ELA native or ELA over SONET) is on an as-available basis and when available, standard installation timeframes will apply. ELA Native is a layer 2, switched, native service. ELA over SONET is a layer 1, SONET-based service. Construction requirements may cause long installation intervals. Similarly, distance and the availability of Ethernet-supported facilities from the carrier may limit capacity. "Protect Route" only applies for ELA and means where requested by Customer and available, Qwest will provide a separate fiber facility path for the protection system between the third party local access provider's serving wire center and the Customer premises. Protect Route ensures backup electronics and two physically separate facility paths are used in the provisioning of the service. If the working facility or electronics fail, or the service performance becomes impaired, the facility automatically switches to the service protect path in order to maintain a near-continuous flow of information between locations.

(c) **Frame Local Access.**

(d) **ATM Local Access.**

(e) **Wavelength Local Access.**

(f) **DSL Local Access.** Installation and capacity of the DSL Local Access service are on a commercially reasonable basis. Customer may experience delayed installation intervals due to special construction requirements and capacity may be limited due to distance and available DSL-supported facilities from the carrier.

**2.3 The Service provides the physical connection between the Service Address and the Qwest Domestic Network.** The Service includes any entrance cable or drop wire to that point where provision is made for termination of Qwest's outside distribution network facilities at a suitable location at a Customer designated Service Address and will be installed by Qwest to such point of termination. The Service will extend to and include the equipment maintained by Qwest at the termination point of the local loop at the applicable Service Address (i.e., Demarcation Point) but will not include CPE, Extended Wiring, Inside wiring, or other equipment not maintained by Qwest at a Service Address. All equipment owned by Qwest will remain the sole property of Qwest, and Customer expressly disclaims any right, title, or interest in or to any Qwest equipment or property, or in that of any of Qwest's affiliates, Customers, agents, or licensees located within the QPOP or elsewhere. Any additional terminations beyond the Demarcation Point are the sole responsibility of Customer. Under no circumstances will Qwest provide Service to a residential address, even if business is conducted at such residential location. Service is not a standalone service; Customer must purchase the Service in connection with a Qwest service for which a local loop is required. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.qwest.com/legal/>, which is subject to change.

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**2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, more than 10% of its usage will be interstate usage.

**2.5 Ordering.** Upon acceptance of an Order Form, Qwest will notify Customer of the Estimated Availability Date of each Service. Once Qwest notifies Customer of the Estimated Availability Date for Service, Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of the order. Qwest will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of Qwest to deliver Service by such date will not be a default under the Agreement or this Exhibit.

**2.6 Monitoring for Frame Local Access.** When providing Frame Local Access, Customer has the option to have Qwest monitor the Service for performance and up/down stats via a management PVC. By ordering Frame Local Access with monitoring, Customer agrees to provide Qwest with access to the serial interface of Customer's CPE to allow Qwest to monitor the availability of Frame Local Access. By ordering Frame Local Access without monitoring, Customer understands that Qwest will not monitor the availability of Frame Local Access.

**3. Term; Cancellation.**

**3.1 Term.** The term of any Service begins on the Start of Service Date and continues for the number of months specified in the Qwest-accepted Service Order Form, including any month-to-month continuation (the "Service Term"), which in no event will be less than 12 months from the Start of Service Date ("Minimum Service Term"). Upon expiration of the Minimum Service Term, the Service will automatically renew for the same Term as the Agreement. Qwest may change rates at any time after the Minimum Service Term, but will not change rates more than once during a renewal term.

**3.2 Cancellation.**

(a) **Leased Access and On-Net Access—Cancellation Before the Start of Service Date.** If Customer cancels Leased Access and/or On-Net Access for which no Construction by Qwest is necessary before the Start of Service Date, Customer will pay the Cancellation Charge identified below, based on the bandwidth of the canceled Leased Access and/or On-Net Access Service. If before the Start of Service Date, Customer cancels an On-Net Access or Leased Access circuit for which Customer accepted a Construction fee, Customer will pay: (i) the cancellation fee identified below based on the bandwidth of the On-Net Access or Leased Access Service canceled; (ii) Construction charges; and (iii) any Qwest-incurred cost to provide the Service. But if Qwest notifies Customer that Construction is required to provision Service and Customer cancels Service on that particular circuit because Customer does not approve such Construction, Qwest will not charge a Cancellation Charge for canceling Service on that particular circuit.

Leased Access and On-Net Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up through 1.536 Mbps/1.024 Mbps, Frame Local Access speeds up to 1.5 Mbps	\$150 NRC
DS3, OCn, Local Access speeds greater than 1.536 Mbps/1.024 Mbps, Frame Local Access speeds greater than 1.5 Mbps; all ELA speeds, all Wavelength Local Access speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) **All Access Types—Cancellation After Start of Service Date.** If this Exhibit or a particular Service, including circuit that is part of a Local Loop Move, is canceled for reasons other than by Customer for Cause, before the conclusion of the Minimum Service Term of the Service, Customer will pay: (i) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (ii) the amount of any nonrecurring charges that Qwest discounted or waived; (iii) all installation or Construction costs and expenses incurred by Qwest to install such Service, if applicable; and (iv) a Cancellation Charge. The Cancellation Charge: (v) for circuits not requiring Construction is: A. 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Minimum Service Term, if any, for the canceled Service; plus B. 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the applicable Minimum Service Term beyond the first 12 months; or (vi) for Circuits requiring Construction, 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Minimum Service Term.

(c) **Upgrades for Qwest Provided Access Service.** Notwithstanding anything to the contrary in this Cancellation section and subject to availability, Customer will not be required to pay Cancellation Charges when Customer upgrades existing Qwest Provided Access (the "Existing QPA Service") with new Qwest Provided Access Service along the same physical route and at a higher Service speed (the "Upgraded QPA Service"), but Customer must pay for Construction or other third-party charges related to the Existing QPA Service, if any, not paid previously by Customer. The Upgraded QPA Service will have a new Minimum Service Term beginning on the date of installation.

(d) **Customer Provided Access—Cancellation of Connectivity after Start of Service Date.** To cancel CPA, Customer must provide Qwest with a written Disconnect Firm Order Confirmation ("DFOC") notice from Customer's CPA provider along with notice to OMR #Q242797 (QLAGESZ)



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cancel the CPA. If Customer fails to provide Qwest with the DFOC notice within 30 calendar days of Qwest's receipt of the notice to cancel the CPA, or if Qwest disconnects Customer for nonpayment or material breach of the Agreement or this Service Exhibit, then Qwest may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for all applicable MRCs and charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to Qwest; or (ii) either party cancels the associated CPA with the CPA provider.

**4. Charges.** Customer will pay the Net Rates and install NRCs set forth in the Pricing Attachment, including all applicable ancillary service charges. The Net Rates, including ancillary charges, will not be used to calculate Contributory Charges. If during the provisioning of Service, Qwest incurs additional NRCs for Construction, Extended Wiring, or order supplements to provide the Service, Qwest reserves the right to charge Customer for such charges. Customer will receive the rates for Service as shown on the Pricing Attachment regardless of whether an NPA/NXX split or overlay occurs.

**4.1 Ancillary charges before Start of Service Date, may include, but are not limited to:**

(a) **Construction charges** may include, but are not limited to, Construction and other expenses that Qwest may incur in connection with provisioning the service (e.g., special arrangements of LEC facilities or equipment required to activate the Service). The need for Construction is at Qwest's discretion. Construction is available for all types of Service;

(b) **Extended Wiring** is required when the Customer-requested Demarcation Point is not the same as the Qwest-assigned Demarcation Point. The Qwest Demarcation Point is typically located in the basement or on the first floor of a customer premises. Extended Wiring is only applicable for these types of Qwest Provided Access: Special Access (Leased Access only), and DSL Local Access;

(c) **Local Loop order cancellation** applies when the Customer cancels the order before the Start of Service Date. Local Loop order cancellation is applicable for all types of Service;

(d) **Local Loop expedite** applies to orders where Customer requests the delivery of Service one or more days before Qwest's standard interval delivery date. Local Loop expedite is only applicable for these types of Qwest Provided Access: Special Access (Leased Access only), ATM Local Access, Frame Local Access, and DSL Local Access; and

(e) **Multiplexing** is offered at Customer's request and where available. Qwest will multiplex lower level local access circuits into a higher local access circuit, or vice-versa, for an additional charge. Qwest offers multiplexing at QPOP, at an On-Net building or at an ILEC/CLEC facility providing the Local Access network. For multiplexing at a Qwest On-Net local access facility, Qwest provides multiplexed circuit handoffs to the Customer at the same On-Net Service Address. For multiplexing at ILEC/CLEC facility, Qwest facilitates the delivery of multiplexed circuit handoffs to the customer at a single service address or at multiple service addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. The pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis. Multiplexing is only applicable for this type of Qwest Provided Access: Special Access.

**4.2 Ancillary charges after Start of Service Date, may include, but are not limited to:**

(a) **Local Loop change** applies to orders where the Customer requests that Qwest move a circuit to a different Service Address within the same Customer serving wire center. Local Loop change is applicable for all types of Service; and

(b) **Local Loop Move.** As defined in the General Definitions section.

**4.3 Grooming.** If Qwest finds it necessary to groom a circuit on which Service is provided, Qwest will provide a grooming notice to Customer. For CPA grooming, Customer will provide a signed LOA to Qwest so that Qwest can order the necessary changes. Within 20 calendar days of receipt of that notice, Customer will: (a) notify Qwest of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that Qwest provide Customer with a LOA so that Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If Customer agrees to a groom on CPA and the groom results in Customer incurring additional NRCs from their third-party local access provider and Customer provides sufficient proof of the third-party charge, Qwest will issue a credit to Customer equal to the third-party NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, Qwest will, upon 20 calendar day's prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a grooming notice or refuses a groom on CPA, Customer must either: (a) provide Qwest with a LOA/CFA so that Qwest can have the third-party local access provider cancel the circuit; or (b) work directly with the third-party local access provider to cancel the circuit. If Customer does neither of these things, Qwest will pass through to Customer any costs incurred from the third-party local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the Qwest facility, as identified by Qwest, to which Customer must order local access services for connection to the Qwest Domestic Network.



**QWEST LOYAL ADVANTAGE® AGREEMENT  
LOCAL ACCESS SERVICE EXHIBIT  
PRICING ATTACHMENT**

Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Exhibit.

1. Customer will pay the MRCs and Install NRCs for the Local Access Service selected, i.e., Qwest Provided Access, Customer Provided Access, or Cross-Connect. In addition, Customer will pay all MRCs or NRCs for any supplemental Services; i.e., Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee, or Multiplexing.
2. Subject to a valid, accurate Order Form, Customer will pay the MRCs and NRCs set forth in the below table for the particular Service at the NPA/NXX or CLI and/or Service Address listed. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the current Order Form date. Customer will pay any additional Construction charges that arise during provisioning of a circuit. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to the NPA/NXX or CLI or Service Address listed below will render the pricing below void, and Customer will pay the revised rates for the correct NPA/NXX or CLI or Service Address.

NPA/NXX	Service Address	Type of Local Access	Minimum Service Term In months (per Service)	Circuit Speed	Local Access Net Rate MRC (each)	Install NRC (each)
406/452	415 2ND AVE NORTH Great Falls, MT	Leased	12	DS3	\$1,925.00	\$314.00
406/452	415 2ND AVE NORTH Great Falls, MT	Leased	12	OC3	\$2,813.00	\$0.00
406/452	325 2ND AVE NORTH Great Falls, MT	Leased	12	DS3	\$1,925.00	\$314.00
406/452	325 2ND AVE NORTH Great Falls, MT	Leased	12	OC3	\$2,813.00	\$0.00

**2.1 NRC Waiver.** Qwest NRCs specified above are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by Customer for at least twelve (12) consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Waiver Term for reasons other than a default by Qwest, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable Qwest NRC(s) waived pursuant to this section.

3. Prior to ordering additional Local Access Services which are not specified above for a specific NPA/NXX and/or Service Address, Customer and Qwest must execute a separate amendment to this Agreement.



**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
**Joe Briggs, Chairman**

\_\_\_\_\_  
**James L. Larson, Commissioner**

\_\_\_\_\_  
**Jane Weber, Commissioner**

**Passed and adopted at Commission Meeting held on this 23rd day of April, 2019.**

**Attest**

**On this 23<sup>rd</sup> day of April, 2019, I hereby attest the above-written signatures of Joe Briggs, James L. Larson and Jane Weber, Cascade County Commissioners.**

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**RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER**

**\* APPROVED AS TO FORM:  
Josh Racki, County Attorney**

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**DEPUTY COUNTY ATTORNEY**

**\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**